

## **AGREEMENT TO MEDIATE**

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereafter referred to as the parties) and Daniel J. Baur, Mediator. The parties have entered into mediation with Daniel J. Baur with the intention of reaching a consensual settlement of their dispute. The provisions of this agreement are as follows:

1. We understand that the mediator is a neutral facilitator who will assist the parties to reach their own settlement. He will not make decisions about “right” or “wrong” or tell the parties what to do. We understand that the primary purpose of the mediator’s services is to assist the parties to reach a mutually acceptable resolution of the dispute.

2. We understand that the mediator does not offer legal advice, nor does he provide legal counsel or representation. Each party is advised to consult his/her own attorney in order to be properly counseled about his/her legal interests, rights and obligations.

3. We understand that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations, and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential.

a. The mediator will not reveal anything discussed in mediation to anyone without the permission of both parties and the mediator or as allowed or required by statute. It is understood that the mediator is not required to maintain confidentiality if he has reason to believe that a child is in need of protection, if either party is in danger of bodily harm or if he learns of the intent to commit a felony.

b. The parties agree that they will not at any time, before, during, or after mediation, call the mediator or his staff or anyone else associated with him as witness in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator or his staff or anyone associated with him as witnesses, the right is hereby waived.

c. The parties agree not to subpoena or demand the production of any record, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to demand these documents, that right is hereby waived.

d. If, at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expenses he incurs in such an action (including attorney’s fees) plus \$300.00 per hour for all the time that is taken by this matter.

e. The exception to the above is that this Agreement to Mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so.

4. We understand that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and

