

AGREEMENT TO MEDIATE

The parties and their attorneys hereby agree that the above-captioned matter shall be submitted to mediation pursuant to the applicable rules, guidelines and Orders of the Court having jurisdiction over this matter, and further agree that:

1. All statements made during the course of this mediation are privileged, are without prejudice to any party's legal position, and are non-discoverable and inadmissible for any purpose in any legal proceeding.
2. The privileged character of any information is not altered by disclosure to the mediator. Disclosure of any records, reports, or other documents received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or testify in any proceeding about any records, reports, or other documents received or prepared by the mediator or information disclosed or representations made in course of the mediation or otherwise communicated to the mediator in confidence.
3. Unless a document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to the mediation, or any copy thereof, is admissible in evidence, and the disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.
4. The parties understand that the mediator does not represent any party, and does not provide legal or financial advice. The parties agree that the mediator shall have no liability for the outcome of the mediation process and that any agreements entered into by the parties are made wholly on a voluntary basis, free of any coercion on the part of the mediator.
5. The parties agree to mediate in good faith with the intention of providing all information

needed for both to make an informed decision.

6. The mediator may prepare a written memorandum recording the agreements reached by the parties. If requested, the mediator will prepare a formal agreement. The mediator will charge his normal hourly rate (\$300.00) for doing such work.
7. Mr. Forman will be entitled to charge his normal hourly rate *as an attorney* for any time he spends collecting his mediation fees.
8. Charges for the mediator's work will be billed at \$250.00 per hour for conference time, and an initial one-hour preparation fee.

Dated this __ day of _____, 201__, and signed at the commencement of this mediation by the participants.

PLAINTIFF

DEFENDANT

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT