

AGREEMENT TO MEDIATE

On this ____ day of _____, 20____, the undersigned Parties (referred to individually as “Party” and collectively as “Parties” or “You”) to this Agreement to Mediate (“Agreement”) agree to participate in a Mediation conducted by Michelle V. Paul (“Mediator”) in the case entitled

Case Number: _____ in the Court of _____,
in accordance with the following terms:

1. Mediation Procedures: The Mediator will administer the Mediation. All Parties recognize the Mediation is a voluntary settlement negotiation and that the Mediator is not a judge and has no authority to force settlement on the Parties. Further, the Parties recognize that the Mediator is a neutral intermediary who may not act as an advocate for any Party.

2. Mediator: The Parties agree that Michelle V. Paul of MVP Mediation, LLC, will be the Mediator. The Parties recognize that the Mediator is an independent contractor. The Parties further agree that the Mediator has no liability for any act or omission in connection with the Mediation.

3. Fees and Expenses: Fees for mediation services will be charged at the rate of

_____.

Any charges for service shall promptly be paid in equal proportions or in such other proportion as the Parties agree. The respective law firms representing the Parties shall be directly responsible for fees and costs associated with the mediation.

4. Confidentiality: The Parties recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The Parties will not subpoena or otherwise require the Mediator to testify or produce records, notes or work product in any future proceedings. All statements made during the course of the mediation are privileged settlement discussions, are made without prejudice to any Party’s legal position, and are non-discoverable and inadmissible for any purpose in any legal proceeding. 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 to testify in any proceeding as to (a) any records, reports, or other documents received or prepared by the Mediator or otherwise communicated to the Mediator in confidence. No aspect of the mediation shall be relied upon or introduced as evidence in any arbitral, judicial, or other proceeding, including but not limited to (a) views expressed or suggestions made by a Party with respect to a possible settlement of the dispute; (b) admissions made in the course of the mediation proceedings; and (c) proposals made or views expressed by the Mediator or the response of any Party thereto.

The Parties agree that breach of this agreement would cause irreparable injury and that monetary damages would be an inadequate remedy, since the Parties are relying upon this agreement of confidentiality in disclosing sensitive business and/or personal information. The Parties therefore agree and stipulate that any Party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement. Any Party breaching this agreement shall be liable for an shall indemnify the non-breaching Parties and the Mediator for all costs, expenses, liabilities, fees, including attorney fees, which may be incurred as a result of such breach.

MEDIATOR

Date: _____

Michelle V. Paul, Mediator
MVP MEDIATION, LLC

We have read, understood, and agree to be bound by the terms of the above Agreement.

PARTIES

Printed Name	Signature	Plaintiff/Defendant/Attorney
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