

*Mediation Made Easy  
Agreement to Mediate*

Date: \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ agree to mediate

their Settlement Agreement under the following terms and conditions:

<b>TERMS AND CONDITIONS FOR MEDIATION</b>	
The Process	<p>The Parties understand that mediation is an agreement-reaching process in which a neutral, impartial third person known as the Mediator assists Parties to reach agreement in a collaborative, consensual, and informed manner and the Mediator's objective is to facilitate the Parties themselves reaching their most constructive and fairest agreement. The Parties are involved in jointly creating their Settlement Agreement which they voluntarily wish to submit to mediation. The Mediator facilitates the negotiations, but does not impose personal views of what the agreement should be and has no power to decide disputed issues for the Parties. Finally, the Parties also understand that the Mediator has an obligation to work on behalf of each Party equally.</p> <p>The Parties understand the Mediator remains impartial throughout and after the mediation process. Thus, the Mediator shall not champion the interests of any Party over another in the mediation. The Mediator may communicate separately with an individual mediating Party, in which case such "caucus" shall be confidential between the Mediator and the individual mediating Party unless agreed otherwise.</p>
Good Faith	<p>While participating in mediation, Parties here state their good faith intention to complete mediation by an agreement, to cooperate with the Mediator and the other Party, to allow the other Party to present his position without unnecessary interruptions or objections, and to be open, candid, and complete in all efforts to resolve issues. The Mediator assigned to this case agrees to pursue the mediation diligently. Each Party agrees to fully and honestly disclose all relevant information and writings as requested by the Mediator and all information requested by any other Party of the mediation if the Mediator determines that the disclosure is relevant to the mediation discussions.</p>
Mediation Appointment	<p><u>The Scheduled Mediation Session:</u> The Parties shall meet for mediation at <b>8213 Kerfoot Drive, Gainesville, Virginia 20155 on Monday, 20 March 2017 beginning at 4:00PM and concluding at 8:00PM</b>. At the conclusion of this mediation session, if the matter has not been resolved, the Parties may elect to schedule additional mediation sessions.</p> <p>The Parties shall each participate in separate fact-finding conference calls with the Mediator. If no pre-mediation conference call occurred, the Parties shall provide the Mediator with written mediation statements at least 1-week prior to the scheduled mediation session. The written statements shall describe the Parties' positions, prior settlement positions, and shall provide any background documents (such as pleadings, court rulings, contracts, or expert reports) that are necessary for the Mediator to understand the dispute. The Parties may also provide the Mediator with a private statement (i.e., a statement that is not provided to the other Parties) on issues or negotiating positions.</p>

Mediation Fees	<p>The Parties and the Mediator agree the fee for the Mediator shall be <b>\$695.00</b> for due by <b>check or cash</b> at the beginning of the mediation session for a ½-day mediation session (a ½ mediation session is defined as the time spent together from 10-minutes to 4-hours), time required to study documents, research issues, correspond, conduct information gathering phone calls, prepare the draft and final agreement, and do such other things as may be reasonably necessary to facilitate the Parties' reaching full agreement. The Parties shall be jointly and severally liable for the Mediator's fees and expenses. As between the Parties only, responsibility for mediation fees and expenses shall be the responsibility of both Parties. Should payment not be timely made, the Mediator may stop all work on behalf of the Parties, including the drafting and distribution of the Parties' agreement, and withdraw from the mediation. If collection or court action is taken by the Mediator to collect fees and expenses under this agreement, the prevailing Party in any such action and upon any appeal therefrom shall be entitled to attorney fees and costs therein incurred.</p> <p>Parties understand there is a 24-hour cancellation and rescheduling policy. If a mediation session appointment is canceled or changed with less than a 24-hours' notice to the Mediator, the Parties shall be assessed a \$250.00 cancellation fee collectible within 14-calendar days of the scheduled mediation session.</p>
Agreement Document	<p>The Parties understand the Mediator has up to 2-weeks to deliver the draft Settlement Agreement to the Parties. The Parties agree to provide the Mediator with requested draft Settlement Agreement feedback and modifications of understanding within 7-days from the delivery of the draft document.</p>
Legal	<p>The Parties understand that the Mediator has no authority to decide any case and is not acting as representative, advocate, or financial or legal advisor for any Party, and is not to provide legal advice to any Party involved in mediation. The Parties understand that mediation is not a substitute for independent legal advice. The Parties are encouraged to secure such advice throughout the mediation process and are advised to obtain independent legal review of any mediated agreement before signing that agreement. Each Party specifically agrees to obtain legal advice on any issue of particular interest, and not to rely upon the Mediator for such advice. The Parties agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process.</p>
Voluntary Process and Withdrawal	<p>The Mediator believes the dispute can be resolved and settlement can be achieved. However, because the mediation itself and any resulting agreement will be the voluntary acts of the Parties; the Mediator cannot and does not guarantee that all or any issues will be resolved. It is understood that any Party may withdraw from or suspend the mediation at any time, for any reason. The Parties also understand that the Mediator may suspend or terminate the mediation if the Mediator feels the mediation will lead to an unjust or unreasonable result, if the Mediator feels that an impasse has been reached, or if the Mediator can no longer effectively perform the facilitative role.</p>
Hold Harmless	<p>Each Party agrees to hold the Mediator harmless for any observations, suggestions, or implications the Mediator may make in the course of mediation and for any other claim arising from the mediation process. Each Party waives any right of action against the Mediator for any allegation of wrongful conduct while acting in the course of the mediation herein agreed to. Each Party agrees not call the Mediator who mediates this case to act as witness in any pending or future arbitration or administrative or judicial proceeding, to testify to facts concerning or relating to the subject matter here being mediated. No Party will depose the Mediator or subpoena, compel production of, or otherwise seek documents or information about this case, which may have been retained by a Mediator.</p>

Confidentiality	<p>The confidentiality of the dispute resolution proceeding is established in the Administrative Dispute Resolution Act of 1996. The Parties agree that statements made or documents prepared for the mediation process will remain confidential to the fullest extent as permitted by law, except for the limited purpose of implementation and enforcement of a resulting negotiated Settlement Agreement. In addition, Parties agree to keep the discussions held in all sessions, including but not limited to the joint session of the mediation, confidential. Each Party further agrees all information provided during the mediation session is without prejudice and will be inadmissible as evidence, in any pending or future arbitration or administrative or judicial proceeding. However, evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation and as such, each Party specifically agrees that a fully executed Settlement Agreement can be admitted to any arbitration or administrative or judicial proceeding, as evidence of such settlement, and will not object to such admission. The only circumstances that permit the Mediator to break confidentiality are: 1) if there is a reasonable believes another person may be in danger of harm or has a reasonable suspicion of child abuse that the law requires reporting; 2) if necessary to defend any legal action; 3) if the Parties make a joint written waiver of confidentiality; or 4) as may otherwise be required by law.</p>
	<p>Each Party understands a review the proposed Settlement Agreement prior to its signing by independent council is recommended. Once executed, a Settlement Agreement shall be binding upon all Parties to the agreement.</p>

By signature below, I agree and consent to these terms and waive the rights herein specified. I know that I have the right to consult legal counsel or other representative, before executing this document.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_