

# AGREEMENT TO MEDIATE

The undersigned participants (hereafter referred to as “disputant” or “disputants” or “legal representatives” or “participants”) hereby agree to participate in a mediation conducted by resolve: Restorative Practices LLC (hereafter referred to as “resolve: Restorative Practices LLC”) in an attempt to reach a voluntary settlement of the disagreement as referenced as:

\_\_\_\_\_ and \_\_\_\_\_

In connection with their participation in the mediation process, disputants agree as follows:

**Good Faith Mediation:** Disputants agree to mediate in good faith in an attempt to resolve existing disagreement, but understand that they have no obligation to reach a resolution.

**Right to Terminate:** Either resolve: Restorative Practices LLC or any disputant has the right to terminate the mediation process at any time they believe that it is in their best interest to do so and/or an impasse has been reached and/or continued settlement negotiations prove to be unproductive.

**Role of the Mediator:** resolve: Restorative Practices LLC is an impartial, neutral intermediary whose role is to facilitate communications between disputants and assist in reaching a mutually agreeable resolution of the dispute. resolve: Restorative Practices LLC has no power to impose a resolution, nor act as advocate for either disputant. resolve: Restorative Practices LLC does not represent any disputant legally nor provide legal and/or professional advice nor should any disputant expect such representation and/or advice from resolve: Restorative Practices LLC. Disputants understand and agree that no professional-client or fiduciary relationship is created between resolve: Restorative Practices LLC and any disputant and/or participant. resolve: Restorative Practices LLC has assigned: \_\_\_\_\_ to mediate this dispute. A different mediator or mediators may be assigned if a disputant advises the Principal Mediator of resolve: Restorative Practices LLC of circumstances which would cause reasonable doubt regarding the impartiality of the assigned mediator.

**Attorney Consultation:** Disputants understand and agree that they have the right to be represented by counsel of their own choosing in connection with the mediation process and are free to consult with counsel at any time during the mediation process. Disputants are encouraged to have any resolution agreement or other agreements proposed in connection with the mediation process, reviewed by their counsel before executing such resolution. Situational experts and/or professionals may be included in the mediation process to cover other professional advice to any disputant as agreed upon by both parties and at the expense of the disputant making the request. Situational experts and/or professionals will be held to the same confidentiality and agreement to mediation forms provided. However, it is the intent of resolve: Restorative Practices LLC to empower disputing parties to identify problems, form plausible solutions, establish goals and create desired change through the mediation process prior to involvement of legal representation and/or judicial processes.

**Confidentiality:** It is understood between disputants and resolve: Restorative Practices LLC that the mediation process is confidential. Discussions throughout the mediation process and/or drafts of resolutions and/or any unsigned mediated agreements shall not be admissible in any court and/or administrative and/or other contested proceeding; only a signed Mediation Settlement Agreement signed by disputants and resolve: Restorative Practices LLC may so be admissible. Disputants and/or legal representatives and/or participants further agree not to subpoena resolve: Restorative Practices LLC concerning the mediation process nor provide any materials from the mediation process in any court and/or administrative and/or other contested proceeding between disputants. The mediation

process is considered by disputants and resolve: Restorative Practices LLC as resolution negotiations. Disputants also understand and agree that resolve: Restorative Practices LLC may have private caucus meetings and/or discussions with any individual disputant, in which case all such meetings and/or discussions shall be confidential between resolve: Restorative Practices LLC and/or the caucusing disputant(s) unless disputants agree otherwise. resolve: Restorative Practices LLC may not testify in any proceedings regarding any discussions and/or information exchanged throughout the mediation process nor shall any disputant(s) and/or legal representatives subpoena and/or otherwise seek to have resolve: Restorative Practices LLC testify. Notwithstanding anything herein to the contrary, written agreements reached by disputants throughout the mediation process may, under certain circumstances be admissible in subsequent proceedings. In addition, this Mediation Settlement Agreement, factual occurrence of the mediation process, time(s) and/or date(s) of mediation session(s), identities of disputant(s) and/or legal representatives and/or participant(s), and whether or not a Mediation Settlement Agreement was settled and/or signed shall not be deemed confidential.

**Release and Indemnification:** Disputants and/or legal representatives and/or participants hereby release resolve: Restorative Practices LLC from any and/or all claims rising out of and/or relating to failure to reach an agreement and/or decision to enter into an agreement and/or any other aspect of the mediation process. If any disputant asserts claim covered by this release and/or seeks testimony and/or discovery from resolve: Restorative Practices LLC in violation of the confidentiality provisions of this agreement, disputant(s) shall indemnify resolve: Restorative Practices LLC for all expenses, losses, damages and inclusive and without limitation attorney fees incurred in connection with such claims and/or proceedings.

**Dispute Resolution:** If there is any dispute between resolve: Restorative Practices LLC and/or any disputant(s) and/or legal representative(s) and/or participant(s) from and/or relating to the meditation process, disputant(s) and/or legal representatives and/or participants shall engage in a good-faith effort to resolve such dispute through mediation facilitated by an agreed upon neutral third party prior to commencing any litigation proceedings.

**Mediation Fee(s):** Disputants have reserved \_\_\_\_\_ hours (with a minimum of two and maximum of four hours per session), for the mediation process. resolve: Restorative Practices LLC shall be compensated \$175 per hour for the mediation process. An additional \$50 pre-mediation administration fee will be charged in preparation for the mediation process, reviewing mediation briefs, conference calls and/or joint and/or individual meetings with and/or correspondence between disputants and/or legal representatives, mileage, travel expense, post mediation consultation, etc. If requested by disputants, resolve: Restorative Practices LLC can provide conference room space(s) for the mediation process at an additional cost. If the mediation process exceeds the reserved time by 15 minutes, the session will promptly end and an additional mediation session scheduled if agreed upon by disputants. Mediation expenses incurred shall be equally divided between and paid by disputants. Disputants understand and agree that full payment for the mediation process and all associated fees and/or expenses incurred are due per scheduling a mediation session. Failure to “pay in full” per scheduling a mediation session will result in immediate cancellation of the scheduled date. All mediation sessions are scheduled online at: [www.resolverestorativepractices.com](http://www.resolverestorativepractices.com) and **confirmed upon full payment** only.

**Cancellation Policy:** All associated mediation fees (excluding the pre-mediation administration fee and less any charges incurred for conference room reservation and/or “out-of-pocket” expenses incurred by resolve: Restorative Practices LLC related to the mediation process, which disputants shall

be equally responsible for paying), will be reimbursed should a session be cancelled and/or not re-scheduled three business weeks prior to the scheduled date. If a mediation is cancelled less than three business weeks prior to the scheduled session and not rescheduled, disputants shall be equally responsible for paying all associated mediation fees.

**Binding on all Participants:** The undersigned disputants and/or legal representatives and/or participants to the mediation process represent that they are authorized to sign this agreement for themselves and/or on behalf of their respective clients under the laws of the Commonwealth of Kentucky. This agreement is fully enforceable upon execution by the undersigned and shall be binding on all disputants and/or legal representatives and/or participants to the mediation process as if executed by them individually.

Dated: \_\_\_\_\_ and signed before commencement of the mediation process by each person whose signature appear below.

_____ Signature	_____ Printed Name	_____ Role in Mediation
_____ Signature	_____ Printed Name	_____ Role in Mediation
_____ Signature	_____ Printed Name	_____ Role in Mediation
_____ Signature	_____ Printed Name	_____ Role in Mediation
_____ Signature	_____ Printed Name	_____ Role in Mediation

