



AGREEMENT TO MEDIATE

1. We, hereinafter referred to as “The Parties”, are requesting help resolving the following issue(s): _____.

2. We understand that all discussions held during mediation are confidential. The Mediator will not testify in court concerning the content of mediation and will not disclose written records of mediation sessions. Other than as set forth below in paragraph 4, the Mediator will not disclose any information shared in mediation sessions with anyone other than the parties to the mediation. The Parties agree that the mediation proceeding shall be regarded as a settlement negotiation, and that no admission, representation, or statement made during mediation shall be subject to discovery should subsequent legal proceedings take place between the Parties. In addition, the Mediator shall not be subject to process requiring the disclosure of any matter discussed during the mediation proceedings. We agree to indemnify and hold Mediator harmless should either Party or a third party attempt to subject Mediator to any such process.

3. We understand that information shared with the Mediator may be shared with the other party to the mediation unless we specifically, in writing, instruct the Mediator not to disclose the information. We further understand that a decision to have the Mediator withhold any information will be respected, but may result in the Mediator choosing to end the mediation process.

4. The Mediator may seek professional consultation with another colleague regarding the case. We understand that any such consultation will be confidential and anonymous. The Parties shall be responsible for, and shall indemnify and hold Mediator harmless from all fees charged by other professionals who work on this case, including, but not limited to, business valuations, tax analysis, pension appraisal, and real estate appraisals. Mediator is not obligated to advance any out-of-pocket costs. If advanced, Parties agree to pay all costs within 15 days of the billing date.

5. We agree and understand that the Mediator is not acting as an attorney for either party and does not represent either of us. We give our permission for the Mediator to speak with our attorneys regarding the progress of mediation.

6. We understand that our final mediated agreement is not confidential unless we specifically agree otherwise.

7. We understand that it is the Mediator’s duty to report any intent to seriously harm someone, or any past child or elder abuse.

8. We will not disclose any information shared in mediation session to anyone with whom we do not have a privileged confidential relationship as defined by ORS 10.225-.273 (which includes lawyers, doctors, and counselors) without obtaining the express permission of the other party to this mediation.

9. We understand and agree that Mediator is entitled to recover collection costs and attorney fees incurred in the event that proceedings are initiated to enforce the provisions of this agreement or to collect unpaid mediation fees. The Parties are each personally responsible for payment of all fees, whether or not a successful mediation agreement is achieved, even if the court requires the other party to pay all or part of attorney fees and court costs. All work performed by Mediator for the Parties subsequent to the date of this agreement, whether or not strictly related to the Parties' above stated legal problem, is subject to this agreement. Mediator may at any time require advance payment of funds for specific costs and mediation services reasonably anticipated to be incurred in the future. In the event Mediator requires such payment, the Parties shall promptly comply. At no time thereafter will Mediator be obligated to perform services until the advance payment is made. All such advances will be held in trust by Mediator.

10. We agree that any and all work performed by the Mediator outside the mediation session itself shall be charged against the Parties. It is mutually agreed that all sums for additional work will be billed on a monthly basis and that the Parties or their attorneys will immediately remit all payments upon receipt of said monthly billing. Any fee dispute will be submitted to binding arbitration. The Parties understand and agree that if a check is returned by the bank for any reason, they shall be assessed the bank charges as well as a \$25.00 returned check charge.

11. We agree to pay Mediator a fee of \$200 per hour for his mediation services. The Parties understand that interest at the rate of 1.5% per month (18% per annum) will be applied to balances after 30 days.

12. We are participating voluntarily in the mediation process and we will not hold the mediator liable for the resulting outcome of any agreements we reached during this process.

13. We agree to timely notify the mediator if we need to reschedule a mediation appointment or if either of us decides to end mediation.

THE MEDIATOR HAS EXPLAINED THIS AGREEMENT TO US AND WE UNDERSTAND AND AGREE:

_____	_____
Party	Date
_____	_____
Party	Date
_____	_____
Mediator	Date