



Agreement to Mediate

BETWEEN: _____

AND: _____

AND: _____

AND: _____

AND: _____

AND: _____

THE PARTIES AGREE THAT:

The mediator is a neutral facilitator who is present to help the parties come to an agreement that is acceptable to them. It is understood that the mediator has no power to decide issues for the parties.

Mediation is voluntary and any party can withdraw at any time, for any reason. The parties also understand that the mediator may suspend or terminate the mediation if he feels that the mediation will lead to an unjust or unreasonable result; if the mediator feels that an impasse has been reached; or if the mediator determines that he can no longer effectively perform his facilitative role.

The mediator will usually prepare a Memorandum of Understanding that is 'Without Prejudice' and not legally binding.

The mediator will not provide legal advice. The parties can consult freely with their lawyers before and during mediation and are encouraged to get legal advice before finalizing an agreement.

Each party agrees to fully and honestly, disclose all relevant information they have about the issues being mediated.

All communications occurring in the context of the mediation are confidential. The only exceptions will be if all parties consent, to the extent necessary to make or implement an agreement, if the safety of a child is at risk, or if there are threats of imminent harm to yourself or another person.

The parties will not to call the mediator to testify concerning the mediation or to provide any materials from the mediation in any current or future legal proceedings in regards to this file.

The mediator may have private caucus meetings and discussions with any individual party, in which case all such meetings and discussions shall be confidential between the mediator and the caucusing party unless a specific agreement is made to the contrary.

The fee for the mediator shall be \$_____ per hour for time spent with the parties and for time required to review documents, correspond, telephone call, prepare written documents, and do such other things as may be reasonably necessary to facilitate the mediation process. The mediator shall also be reimbursed for all out-of-pocket expenses incurred as a part of this file.

The parties will share the fees and expenses as follows:

I have read and understood the above, and agree to take part in the mediation on the basis of this agreement.

SIGNED BY:

_____ Signature _____ Date _____

_____ Signature _____ Date _____

_____ Signature _____ Date _____

_____ Signature _____ Date _____

_____ Signature _____ Date _____

_____ Signature _____ Date _____

_____ Signature _____ Date _____

Mediator



250-505-6342
rob@supportworksfacilitation.ca
ALTERNATIVE DISPUTE RESOLUTION