

MEDIATION AGREEMENT

This Agreement is made between **C. David Freedman** (the “Mediator”), and, **<Applicant(s) / Plaintiff(s)>** and **<Respondent(s) / Defendant(s)>** (together the “Parties”).

THE MEDIATOR AND PARTIES AGREE AS FOLLOWS:

1. ROLE THE MEDIATOR

The Parties acknowledge that:

- (a) the Mediator is an impartial third party who does not represent any of the Parties.
- (b) the Mediator’s role is to assist the Parties in concluding a voluntary settlement of the issues in dispute between them.
- (c) the Mediator shall not offer legal advice to the Parties, and, that the Mediator has no duty to assert or protect the legal rights of any Party or any other person.
- (d) The Mediator has no duty to ensure the enforceability or validity of any settlement agreement reached.

2. ROLES OF THE PARTIES

The parties acknowledge that:

- (a) the goal of the mediation is to resolve a dispute between them.
- (b) the parties shall conduct themselves during the mediation in an honest and forthright manner, and, will make a good-faith attempt to resolve the dispute through mediation.
- (c) the primary responsibility for resolving the outstanding issues between them rests with them and not with the Mediator.

3. INDEMNITY

The Parties agree that the Mediator is not liable for any act or omission in connection with the mediation and agree to indemnify and hold the Mediator faultless from any claims of any sort whatsoever that may arise in any way from the mediation that any party has standing to pursue.

4. CONFIDENTIALITY

It is understood and agreed between the Parties and the Mediator:

- (a) that the mediation will be strictly confidential.
- (b) the mediation shall be considered by the Parties and the Mediator as settlement negotiations.
- (c) the notes and any work-product of the Mediator, as well as mediation discussions, written and oral communications, any draft resolutions, and any unsigned agreements shall not be admissible in any court proceeding. Furthermore, the Parties agree to not call the Mediator to testify concerning the mediation, or, to compel the disclosure of any documents received or prepared by the Mediator as part of the mediation process.
- (d) the Mediator may only disclose information provided as part of the mediation with the written consent of all Parties, or where ordered to do so by a Court or by law, or where the information disclosed suggests an actual or potential threat to human life or safety.
- (e) the Mediator shall securely destroy all materials submitted to him by the Parties, or prepared by him as part of the mediation process, following the mediation save and except for this Agreement and any statements or account, invoices, or other such documents.

5. NO FURTHER STEPS PRIOR TO MEDIATION

The Parties agree that no Party may initiate any legal action or pursue any prior action taken against any other party before the mediation has concluded.

6. MEDIATION BRIEFS

The Parties shall deliver mediation briefs to the Mediator and all other Parties no later than 7 calendar days before the scheduled mediation.

7. FEES

- (a) The Parties agree to jointly retain the services of the Mediator and acknowledge that each of the Parties is jointly and severally liable to pay the Mediator's account. Unless the Parties and the Mediator agree otherwise, the total cost of the mediation including fees and expenses shall be billed to each Party equally.
- (b) The Parties and the Mediator agree that the fee for the Mediator's services shall be \$____ for a one-half day mediation (3 hours) or \$____ for a full-day mediation (6 hours) inclusive of the Mediator's preparation time.

- (c) The mediator shall be reimbursed for all expenses incurred as a part of the mediation process as are requested by any Party or required by the Mediator and agreed by all the Parties in advance of the mediation.
- (d) A deposit payment of _____ toward the Mediator's fees and expenses shall be paid to the mediator along with an executed copy of this agreement. Any unearned amount of this deposit fee will be refunded to the parties.
- (e) The Parties shall pay the Mediator's account upon receipt. A 1.5% monthly service charge will be charged for non-payment.
- (f) **Cancellation:** The parties acknowledge that they shall be responsible to pay the Mediator for his actual time spent in preparation for the mediation and attendance at the mediation venue at the rate of _____ per hour plus HST should any party not attend the mediation, or, should the mediation be cancelled by any Party within 7 calendar days of the date agreed upon for the mediation unless agreed otherwise between the Parties and the Mediator but such sum shall in no case exceed the total payment due should the mediation have been held as scheduled.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as witnessed, where required, by the hands of their officers duly authorized in that regard, on the day and year indicated below.

DATED THIS	DAY OF
	, 2018.
Witness:	MEDIATOR

DATED THIS	DAY OF
	, 2018.
Witness:	PLAINTIFF / APPLICANT

