

Michael Lodge, NCPM, CRTP

Lodge & Co.

A Business Mediation and Advisory Firm

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## **MEDIATION AGREEMENT**

The participants and the mediator understand and agree as follows:

### **1. Nature of Mediation**

The participants hereby appoint **MICHAEL LODGE, NCPM** as mediator for their negotiations. The participants understand that mediation is an agreement-reaching process in which the mediator assists participants to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the participants. The participants understand that mediation is not a substitute for independent legal advice. The participants are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement. The participants understand that the mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The participants also understand that the mediator has an obligation to work on behalf of each party equally and that the mediator cannot render individual legal advice to any party and will not render therapy within the mediation.

### **2. Scope of Mediation**

The participants understand that it is for the participants, with the

## **SOLVING PROBLEMS CONFIDENTIALLY**

Nationally Certified Professional Mediator - 889071

CTEC / CRTP - A139101

IRS PTIN - P00597639

mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

### **3. Mediation Is Voluntary**

All participants here state their good faith intention to complete their mediation by an agreement. It is, however, understood that any party may withdraw from or suspend the mediation at any time, for any reason. The participants also understand that the mediator may suspend or terminate the mediation if s/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 s/he can no longer effectively perform his/her facilitative role.

### **4. Confidentiality**

It is understood between the participants and the mediator that the mediation will be strictly confidential. As such, all mediation discussions, including all written, oral, and digital communications with both participants and their advisers, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. Only a mediated agreement, signed by the participants, may be so admissible. The participants further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the participants. The mediation is considered by the participants and the mediator as settlement negotiations. The participants understand the mediator has an ethical responsibility to break confidentiality if s/he suspects a party or another person may be in danger of physical harm. The participants understand that they have an ethical responsibility to keep the mediation and the results of the mediation confidential and not to breach the confidentiality of mediation.

## **5. Full Disclosure**

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.

## **5. Mediator Impartiality**

The participants understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation or in any court or other proceeding. The participants agree that the mediator may discuss the participants' mediation process with any attorney any party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all participants directly. The mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a party's request. 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 they agree otherwise.

## **6. Litigation**

The participants 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.

## **7. Disqualification of Mediator and Exclusion of Liability**

Each party agrees to make no attempt to compel the mediator's or any

LODGE & CO. employee's testimony. Each party agrees to make no attempt to compel the mediator or any LODGE & CO. employee to produce any document provided or created by LODGE & CO. or the mediator or provided by the other party to the mediator or to LODGE & CO. The parties agree to defend the mediator and LODGE & CO. from any subpoenas from outside parties arising out of this Agreement or mediation. Should LODGE & CO. or the mediator be required to respond to a subpoena from any party involved in this mediation, that party will be billed for time and expenses incurred in connection with such a response. The parties agree that neither the mediator nor LODGE & CO. is a necessary party in any arbitral or judicial proceeding relating to the mediation or to the subject matter of the mediation. Neither LODGE & CO. nor its employees or agents, including the mediator, shall be liable to any party for any act or omission in connection with any mediation conducted under this Agreement.

## **8. Mediation Fees**

The participants and the mediator agree that the fee for the mediator shall be the first hour for time spent with the participants and for time required to study documents, research issues, correspond, telephone call, prepare draft and final agreements, and do such other things as may be reasonably necessary to facilitate the participants' reaching full agreement. The participants further understand that copying, postage and long-distance phone calls will be billed to them. The mediator shall be reimbursed for all expenses incurred as a part of the mediation process. A deposit payment of \$ N/A toward the mediator's fees and expenses shall be paid to the mediator along with the signing of this agreement. Any unearned amount of this deposit fee will be refunded to the participants. The participants shall be jointly and severally liable for the mediator's fees and expenses. As between the participants only, responsibility for mediation fees and expenses shall be N/A. The participants will be provided with a monthly accounting of fees and expenses by the mediator. Payment of such fees and expenses is due to the mediator no later than 15 days following the date of such billing,

unless otherwise agreed in writing. Should payment not be timely made, the mediator may, at his/her sole discretion, stop all work on behalf of the participants, including the drafting and/or distribution of the participants' agreement, and withdraw from the mediation.

## **FEES**

A. **Business Mediation** - \$175 per hour, a total of 4 hours will be scheduled per mediation session, you are only billed for the time used.

B. Workplace and Employment Mediation - \$175 per hour, a total of 4 hours will be scheduled per mediation session, you are only billed for the time used.

C. **Family Mediation** - \$175 per hour, a total of 4 hours will be scheduled per mediation session, you are only billed for the time used.

D. Separation / Divorce Mediation - \$175 per hour

If another financial arrangement has been made, please note in the box called "Other Financial Agreement" below.

The mediator does not charge for phone calls, texts or emails.

## **9. Independent Legal Advice**

The mediator does not act as legal counsel for any party during the mediation. Each party is encouraged to secure independent legal advice to ensure that legal rights and obligation, and the consequences of any potential settlement are fully understood.

## **10. Ending the Mediation**

Participation in mediation is voluntary. A party or the mediator may end the mediation at any time.

## 11. Authority to Settle

To have an effective mediation it is important that a representative of each party with authority to settle a dispute be present at the mediation conference.

## 12. Effecting a Settlement

Where a settlement is reached in the dispute, the mediator will create a Memorandum of Understanding for both parties to sign, the parties and their counsel can formalize the terms of the settlement agreement as soon as possible, in a written agreement.

## 13. Use of Technology

Sessions conducted via video conferencing or phone sessions will also be held to the following:

- A. No 3rd parties allowed unless otherwise agreed to by all parties.
- B. No eaves drooping on sessions by unauthorized parties.
- C. Use secure Wi-Fi when participating in sessions.
- D. No recording of any component of sessions including audio or documents

### I HEREBY AGREE OR NOT AGREE TO MEDIATE

Check that you agree to or not agree to \*

I agree to mediate  I do not agree to mediate

\* Indicates required field

Name \*

First \_\_\_\_\_

Last \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please provide your address:

Line 1 \_\_\_\_\_

Line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Country \_\_\_\_\_

Email \*

\_\_\_\_\_

Type Of Mediation

A - Business Mediation - \$175 Per Hour  B - Workplace/Employment Mediation - \$175 Per

Hour, One Party Pay  B.1 - Workplace/Employment Mediation - \$175 Split Between Parties

C - Family Mediation - \$175 Per Hour  D - Separation/Divorce Mediation - \$175 Per Hour

E - Short Sep/Div Sessions - \$175 Per Hour

Other Financial Agreement (Thumbtack Quote)

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Provide names of the other parties involved in this mediation and a brief description of the dispute / Conflict \*

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