



*Mediation, Arbitration & Neutral Evaluation*

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1816 Plank Road, Duncansville, PA 16635 • 814-317-5021 • Fax 814-696-9399 • adrsolutionspa.com

### **AGREEMENT TO MEDIATE**

This is an agreement between and among \_\_\_\_\_  
and \_\_\_\_\_ (hereinafter referred to as the “parties”) and  
**ADR SOLUTIONS** as represented by *Louis C. Schmitt, Jr., Esquire* (the “mediator”). The  
parties have entered into mediation with ADR Solutions regarding the case of \_\_\_\_\_

\_\_\_\_\_.

The provisions of this agreement are as follows:

1. The mediator is an impartial facilitator who will assist the parties in reaching their own settlement. The mediator will not make decisions about “right” or “wrong”, or tell the parties what to do.
2. The parties recognize that mediation is a voluntary settlement process and that the mediator is not a judge, and has no authority to impose a settlement on any of the parties.
3. The parties agree to make full and honest disclosure to each other and to the mediator of all relevant information and documents.
4. The parties and mediator agree that all written and oral communications, negotiations, and statements made in connection with the mediation will be treated as privileged settlement discussions and are confidential. Therefore:
  - A. The mediator will **not** reveal the names of the parties or matters discussed in the course of mediation unless expressly requested to do so by **all** parties. It is

understood that the mediator is **not** required to maintain confidentiality if there is reason to believe any party is in danger of bodily harm.

- B. The parties agree that they will not, at any time before, during, or after mediation, call the mediator or anyone associated with ADR Solutions as witnesses in any legal or administrative proceeding concerning this dispute. To the extent that any party may have a right to call the mediator or anyone associated with ADR Solutions as witnesses, that right is hereby expressly *waived*.
  
- C. The parties agree not to subpoena or demand the production of any records, notes, work product, or similar materials from the mediator in any legal or administrative proceeding concerning this dispute. To the extent that any party may have a right to demand these documents, that right is hereby expressly *waived*.
  
- D. If, at a later time, any party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party will reimburse ADR Solutions for the expenses (including attorney's fees), plus \$150 per hour for the mediator's time, associated with responding to any subpoena.

E. The sole exception is that this Agreement to Mediate and any other written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so. Each party further agrees that the mediator may discuss the mediation to the extent necessary to respond to any complaint filed in any forum challenging the manner in which the mediator carried out his professional responsibilities.

5. Although the parties intend to continue with mediation until they reach an agreement, it is understood that any of them may choose to withdraw from mediation at any time. If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this determination has been conveyed to the parties.

6. The mediator does **not** offer legal advice or provide legal counsel. In the event that legal advice is appropriate, each party is advised to consult with his or her own attorney in order to be properly counseled about his or her legal interests, rights, and obligations. This includes, but is not limited to, reviewing any written agreement between the parties that results from the mediation.

7. The parties agree that the mediator's fees will be charged at a rate of \$150 per hour per participating party for all mediation services, including, but not limited to, pre-mediation preparation and review, time spent at the mediation, and travel time. The parties will also be responsible for reimbursing any reasonable travel expenses of the mediator, which reimbursement will be divided equally amongst the parties. The mediator reserves the right to

assess one or more parties a late-notice cancellation/continuance fee in the event the cancellation or continuance takes place seven (7) days or less in advance of the date of the mediation.

8. It is understood that ADR Solutions' agreement to render mediation services is not only with the parties, but also the attorney or other representative of each party.

9. Copies of this agreement may be executed separately by the parties and ADR Solutions.

I have read, understand, and agree to each of the provisions of this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Plaintiff or Representative

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Defendant or Representative

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Mediator, Louis C. Schmitt, Jr.