

Agreement to Mediate

The parties named below acknowledge and agree that they are willing to participate in a mediation process in an effort to reach a voluntary agreement to resolve the following case:

The parties also acknowledge and agree to be bound by the following ground rules:

1. **Duty to meet.** The parties will attend the scheduled mediation session(s) unless they advise the mediator of their inability to attend at least 24 hours before the session or unless there is an emergency.
2. **Termination of mediation.** The effort to resolve the matter through mediation may be terminated without cause by either party or by the mediator. If such termination occurs prior to or following a mediation session, written notice of termination shall be provided to all of the parties and the mediator.
3. **Mediator.** The mediator does not represent either party. The mediator has no duty to provide advice or information to a party or to assure that a party has an understanding of the problem and the consequences of his/her actions. The function of the mediator is to promote and facilitate voluntary resolution of the matter. The mediator has no responsibility concerning the fairness or legality of the resolution.
4. **Mediator Impartiality, Disclosures.** Neither party knows of any circumstances that would cause reasonable doubt concerning the impartiality of the mediator. If the mediator has disclosed past or current relationships with one or more of the parties or their attorneys, the parties acknowledge the receipt of such disclosure(s) and consent to the mediator's service in this matter.
5. **Confidentiality.** The parties and the mediator agree to the following confidentiality provisions:
 - a. All discussions, representations, and statements made during mediation will be privileged as settlement negotiations. The parties agree that they will not attempt to discover or use as evidence in any judicial, administrative or arbitration action or preceding anything related to the mediation, including any communications or the thoughts, impressions or notes of the mediator. No document produced in mediation which is not otherwise discoverable will be admissible by any of the parties in any action or proceeding, including, but not limited to, a judicial, administrative or arbitration action or proceeding, except as provided in 42 Pa. C.S.A §5949.

b. The parties will not subpoena the mediator, or any records or documents of the mediator in any legal proceedings of any kind. If so called or subpoenaed, the mediator may refuse to testify or produce the requested documents. Should any party attempt to compel such testimony or production, such party shall be liable for, and shall indemnify the mediator against any liabilities, costs or expenses, including reasonable attorneys' fees, which the mediator may incur in resisting such compulsion.

c. The mediator will not discuss the mediation process or disclose any communications made during the mediation except as authorized by the parties, or as required by law or other applicable professional codes.

d. The mediation commences at the time of initial contact with the mediator.

6. **Voluntary Acknowledgment.** The parties hereby voluntarily sign this Agreement to Mediate to affirm that they have read the Agreement and agree to be bound by its provisions as they attempt to reach resolution through mediation.

Date: _____, 2008

Mediator

Party

Party

Counsel

Counsel