

The Center for Legal Solutions, Inc.

A Non-Profit Organization Dedicated to Dispute Resolution

INSTRUCTIONS FOR AGREEMENT TO MEDIATE

Participants in mediation sessions arranged by The Center for Legal Solutions, Inc. must complete an Agreement to Mediate prior to the beginning of their mediation session. If parties have not completed an Agreement to Mediate before their mediation session convenes, the parties will complete an Agreement to Mediate at the beginning of their session.

The Center for Legal Solutions, Inc.'s Agreement to Mediate is not a substitute for mediation guidelines that mediation participants are required to complete as part of court-ordered mediation sessions. In court-ordered cases, the parties may be required to complete The Center for Legal Solutions, Inc.'s Agreement to Mediate in addition to court-connected mediation guidelines.

**65 WHITLOCK AVENUE
MARIETTA, GEORGIA 30064
PHONE: 770-693-3470 / FAX: 770-419-4464
WEB SITE: WWW.CENTERFORLEGALSOLUTIONS.ORG**

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AGREEMENT TO MEDIATE

The undersigned parties have agreed to mediate a dispute at the Center for Legal Solutions, Inc. with a mediator. For good consideration by mutual promises, the undersigned parties understand and agree:

1. **MEDIATION PROCESS.** Mediation is a non-adversarial settlement negotiation that can only result in a resolution if all Parties voluntarily agree.
2. **GOOD FAITH.** By signing this agreement, all parties pledge to cooperate and participate in good faith in all mediation sessions and to use their best efforts to obtain a mutual agreement.
3. **MEDIATOR'S ROLE.** The mediator will not act as a judge or attorney for any party and will not offer legal advice. The mediator shall be neutral and only act to facilitate a mutual agreement between the parties. The mediator's opinions, suggestions or advice, if any, shall not be binding on anyone. Neither the Center for Legal Solutions, Inc. or any of its mediators shall be liable to any party for any act or omission alleged in connection with any mediation conducted in accordance with this Agreement.
4. **CAUCUS.** Sometimes, the mediator may convene a caucus (private meeting) with each party and their counsel for clarification of issues. Information developed during the caucus may be confidential between such parties and the mediator, as indicated at the time. Such information will not be shared unless permission of that party is obtained.
5. **CONFIDENTIAL AND PRIVILEGED.** All that occurs during the mediation process shall be confidential and shall not be revealed in any subsequent legal proceedings or otherwise. All parties agree not to institute any action based on the mediation or to subpoena the mediator or the Center for Legal Solutions, Inc. to testify or produce any records or do anything, at any future legal proceedings. If any party does so, they hereby agree to indemnify and hold the Center for Legal Solutions, Inc. and the mediator harmless for any liability, expense and cost, including attorney fees, incurred by the mediator or the Center for Legal Solutions, Inc. as a result of such action. All parties shall be bound by the confidentiality and privilege provisions of this Agreement despite terminating their participation in mediation. All parties will also continue to be bound by their agreement to pay for those services rendered up to the point of that party's withdrawal from mediation as per the Center for Legal Solutions, Inc.'s Fee Policy. Facts, documents or other things otherwise admissible in evidence in any subsequent legal proceedings or otherwise will not be rendered inadmissible by reason of their use in mediation.

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6. COSTS AND FEES. The fees for the mediation session are in accordance with the Center for Legal Solutions, Inc.'s Fee Policy. All fees, expenses, costs and travel time will be split equally among all parties, unless otherwise agreed in writing. Payment is expected at the time services are rendered unless other arrangements are made in advance. The Center for Legal Solutions, Inc.'s contract for services is with the attorney(s). We expect payment from the attorney regardless of client activity.

This the _____ day of _____, 20_____.

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
For: _____	For: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
For: _____	For: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
For: _____	For: _____
Date: _____	Date: _____

Mediator

Date