

## Mediation Services Agreement

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_, hereinafter referred to as, “the parties”, their respective counsel, and Douglas S. Timmerman, hereinafter referred to as, “the mediator”.

The parties have entered into this contract for mediation services with the intention of addressing unresolved issues. The provisions of this agreement are as follows:

1. The parties agree to make full and honest disclosure to each other and to the mediator of all relevant information and documents. Failure to disclose this information may result in this agreement being set aside.
2. The parties and the mediator agree that all written and oral communications, negotiations and statements made in connection with mediation will be treated as privileged settlement discussions and are absolutely 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 that 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 Douglas S. Timmerman, Esq., or Timmerman Law Office, 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 Douglas S. Timmerman as witnesses, that right is hereby 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 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 Douglas S. Timmerman, for the expenses (including attorneys fees), plus \$230 per hour for the mediator’s time, associated with responding to that subpoena.
  - e. The sole exception is that this agreement to mediate and any agreement made by the parties as a result of mediation may be used in future discussions with the parties or their counsel.
3. It is understood that the parties may choose to withdraw from mediation at any time. It is agreed that if this occurs, best efforts will be made to discuss this decision in the presence of all parties and the mediator.

4. 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.
  
5. The parties, identified by their signatures below, agree to pay Douglas S. Timmerman \$200 per hour for mediation services. Services include: preparation with each party, joint meetings, drafting MOU's and where appropriate, research of specific agreed up on topics or review of specific documents.

Signature: \_\_\_\_\_

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

\_\_\_\_\_

Date

MEDITOR: \_\_\_\_\_

Douglas S. Timmerman

\_\_\_\_\_

Date