

**AGREEMENT TO MEDIATE**  
**OLSEN MEDIATION SERVICES**

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The parties agree to mediate their dispute, using STEVEN L. OLSEN as their mediator.

Mediation is a Voluntary Process. Any Party, or the mediator, may terminate the process at any time. The Mediator cannot guarantee that mediation will resolve the parties' issues, or conflict.

Mediation is a confidential process. The parties agree that any information, offers or statements shared during the mediation are confidential. The parties will not disclose any information obtained during the mediation to third parties, unless they mutually agree to share this information with agreed third persons.

Even if there is such an agreement, any communication during mediation is privileged; and cannot be used as evidence. Neither party shall request or require the mediator to testify in any proceeding. Neither party shall subpoena the mediator's notes.

Confidentiality also applies to Caucuses (where the mediator talks to one party at a time). The mediator will not share information obtained in Caucus with one party to the other party without consent.

However, this agreement to mediate, and any written agreements resulting from mediation, are not privileged.

The mediator is **NOT** the attorney for either party. The mediator may share with the parties his opinion as to legal issues. However, the parties shall not rely solely on the legal opinions of the mediator.

Prior to the mediation session, the mediator advised and encouraged the parties to consult with their own attorney to answer their legal questions. During the mediation, the parties may consult with their attorney, either by phone, or may request a break in the mediation in order to meet and consult with their attorney.

If the parties reach a settlement, they may request the mediator to draft a memorandum of their agreement. The parties are encouraged to have all agreements reviewed by their attorneys. The parties should have their attorneys draft any final documents/pleadings.

The parties agree to mediate in good faith. This requires each party to:

1. Listen to the other party and to the mediator
2. Refrain from interrupting
3. Refrain from abusive, demeaning or disruptive language or conduct
4. Consider alternative solutions to the issues
5. Share all relevant information

The parties agree to each pay 50% each of the mediator's fee at the rate of \$300/hr. (\$150/hr. each), including preparation time, reviewing documents submitted in advance by the parties, correspondence, agreement drafting. Each party will advance a retainer of \$1,500 (\$3,000 total) prior to the mediation; which shall be held in the mediator's trust account and applied to monthly billings.

The mediator will charge for all time spent in the mediation process, including consulting with the parties, the mediation sessions, reviewing documents, calls, research, writing up agreements and e-mails.

Any unused portion of the Mediator's retainer shall be refunded.

In the event of an outstanding balance after depleting the retainer, each party will promptly pay their half of the outstanding balance. 1%/ mo. interest shall apply to outstanding balances. In the event the mediator initiates collection proceedings, the party owing an outstanding balance shall pay the mediator's collection costs, including reasonable attorneys fees.

Dated: \_\_\_\_\_

\_\_\_\_\_  
STEVEN L. OLSEN  
OLSEN MEDIATION SERVICES  
Mediator

\_\_\_\_\_  
Party 1 Name: \_\_\_\_\_

\_\_\_\_\_  
Party 2 Name: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Attorney for Party 1

\_\_\_\_\_  
Name:  
Attorney for Party 2