

## MEDIATION AGREEMENT AND RELEASE

The parties/representatives and their attorneys agree as follows:

1. We agree to exercise good faith to pursue a settlement of the matter in controversy and to use our best efforts in an attempt to resolve this dispute, although we are not compelled to reach an agreement. Any agreement reached is based on the voluntary decisions of the parties and not on the decisions of the mediator.
2. We will keep confidential the discussions of the parties, the mediator and any other information disclosed during the mediation.
3. We will not try to introduce in any subsequent proceedings, the discussions and any other information disclosed during the mediation except as directed by the Court.
4. We will not subpoena or otherwise attempt to require the mediator to testify concerning any matters that occur during the mediation, and we agree that the confidentiality requirements may not be waived by the parties.
5. We acknowledge that the mediator, Bixler W. Howland, does not provide legal, financial, counseling, or other professional advice.
6. We acknowledge that the mediator may express his opinions during the mediation, but that any statements made by the mediator are merely opinions and not professional advice.
7. We agree not to hold the mediator liable for the results of the mediation, whether or not the dispute is resolved, or for damages allegedly sustained as a result of the mediation.
8. We agree that unless otherwise agreed, a party or representative with authority to settle the case (including insurance claim personnel) will be present at the mediation.
9. The \$250.00 per hour cost of the mediator's services will be divided equally between the parties signing this Agreement, and the attorneys signing this Agreement acknowledge that this obligates both them and their client for their share of the costs.
10. Any party not represented by an attorney acknowledges the right to obtain independent legal counsel.
11. Any signed agreement resolving the disputes at issue in the mediation constitutes evidence that may be introduced in litigation.
12. We acknowledge that the mediator is not promising a specific result.

13. We understand that the mediator does not represent any party, but is employed by us as our mediator to assist in facilitating our decisions and negotiations.
14. The mediator has no known relationship with the parties nor does he have any personal, financial or other interest in the case which could result in bias or a conflict of interest.
15. If the parties have agreed to participate in an online mediation, the parties agree to the Online Mediation Guidelines and Ground Rules, attached hereto and incorporated herein by reference.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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