



CASE IDENTIFICATION: _____ VS _____

COURT DESIGNATION: CAUSE NO. _____

INTERNAL M-C MEDIATION PLUS NO. _____

AGREEMENT TO MEDIATION POLICIES AND PROCEDURES

This document sets forth the terms and conditions governing the agreement to mediate the dispute between the undersigned parties. Signatures at the end of this document indicate agreement of the parties to voluntarily enter the mediation process and consent to the following:

1. Mediation Process

Media is a process where a mediator facilitates communication between the parties for the purpose of enabling them to understand and reach a mutually agreeable resolution to their dispute. The process will include an opportunity for all parties to be heard, the identification of issues to be resolved, the generation of alternatives for the resolution of identified issues, and at the parties' request, the development of a written agreement or Memorandum of Understanding.

2. Mediator

The parties have chosen _____ to mediate their dispute (hereby referred to as the Mediator). The Mediator will act as a facilitator of the mediation process, and will not act as an attorney, advocate, judge, jury, counselor, or therapist. The Mediator will assist the parties in identifying issues, reduce obstacles to communication, explore alternatives for resolution, and reach voluntary mutual agreement. Said Mediator may, at his election, allow another mediator with Mediator Plus to co-mediate this case, but at no additional cost to the parties.

3. Mediation Style

The Mediator uses the facilitative model of mediation, utilizing both joint sessions and individual sessions as needed. In facilitative mediation, the Mediator guides the process without providing an opinion or judgment regarding the merit of claims. The Mediator will not tell parties what to do or suggest outcome.

4. Confidentiality

- (a) The parties understand that mediation is defined as an alternative dispute resolution procedure in Chapter 154 of the Texas Civil Practice and Remedies Code (ADR Statute), and the communications of the parties and the Mediator are entitled to all protections allowed by the ADR Statute. Any communication made in or in connection with a mediation relating to the dispute, including screening, intake and scheduling; whether made to the Mediator, mediation program staff, a party, or any other person; is confidential and privileged from discovery, and may not be used as evidence against any party in any judicial, arbitral, or administrative proceedings.
- (b) All mediation sessions shall be private, confidential, and privileged from discovery.
- (c) No electronic, audio/visual, or stenographic recordings will be made during any part of the mediation session(s).

Confidential materials and communication are not subject to disclosure in discovery or in any judicial, arbitral, or administrative proceeding except where all parties to the mediation agree in writing to waive confidentiality.

5. Exceptions to Confidentiality

The following situations constitute exceptions to the confidentiality of the mediation and will result in the mediator disclosing this information to authorities as required by law, or to the other party in the mediation.

- (a) where there is information indicating abuse to a minor child, person over 65 years of age, or person with disability;
- (b) where a threat to inflict bodily injury is made; or
- (c) where communications are intentionally used to plan, attempt to commit, or commit a crime or conceal an ongoing crime.

6. Mediation Fee Agreement

The parties agree that the fees for mediation services will be _____,
due from each party for a total of \$_____
Acceptable forms of payment are cash or check payable to _____

The parties agree that the fee will be:

Check one:

() shared equally by the parties.

() paid by _____

7. Professional Counsel

Parties have been advised to consult independent legal or professional counsel as needed during the process. Parties have been informed that they will be able to contact an attorney at any time during the mediation session.

8. Agreement

Parties have been advised that any agreement resulting from the mediation session will be binding only if they indicate it as such on the agreement form. Parties also acknowledge that they have been advised to allow independent legal counsel to review such agreements prior to indicating the agreement as binding. If parties come to an agreement, do not indicate it is binding, and choose not to honor the agreement, the issue(s) may need to be resolved through the court system or another

alternative method. Parties have been advised that if they come to a partial agreement, subsequent mediation sessions can be scheduled or the remaining issue(s) can be resolved through the court system or another alternative method.

9. Fee Schedule

Monday-Friday

- Total half-day \$600.00
- Total Full –day \$1000.00

Weekend and Evening

Weekend and evening sessions may be available with an additional charge to be negotiated. These rates include reasonable preparatory time and basic office expenses associated with the mediation.

10. Additional Matters

Complex, multi-party matters may require more than one session, at an additional cost to be negotiated. Expenses agreed including travel costs (rentals, taxis, hotel, etc.) will be submitted for reimbursement within 21 days of final session completion. Parties may provide an agreed locale for their attempted dispute resolution session at their cost or as agreed between the parties. Attempted resolution sessions are provided at the home office, 105 W. Elm Street, Hillsboro, Texas and are provided at no additional cost, subject to availability.

11. Cancellation Policy

Payment of the alternative dispute resolution fee is required prior to the start of the session.

12. Refund Policy-Disclaimer

NO PROMISE OR GUARANTEE of any particular resolution or outcome or success is made. Payment for fee per above policy is non-refundable, except as outlined below. Partial reimbursement of fees paid in the amount of 40% of amount so paid, if the session is canceled due to parties own resolution of their issue(s), with due notice to the mediator, in writing, of parties resolving their issue before the scheduled session, if so resolved ten (10) days before the scheduled session.

13. Services Offered

Mediation, Arbitration and Private Trials will require additional procedures which need to be discussed and agreed upon by parties and the presiding officer, in writing, before paying the fee. This document called "Agreement to Mediate" sets forth policies and procedures of M-C Mediation Plus and is applicable to mediation, arbitration and private trials services, but called herein "mediation" for convenience.

14. Selection of Mediator/Arbitrator/Presiding Leader

Parties need to agree to give a full, good faith effort to resolving their issue. Failure to give such an effort wastes time and money and effort by all. Parties can agree to pick any mediator of M-C Mediation Plus subject to availability. Parties may view the resumes posted on line at m-c mediationplus.com, to pick the leader of choice, subject to availability. If parties cannot so agree on the mediator of choice at m-cmediationplus.com, parties agree that each mediator/arbitrator/leader (herein generally called mediator, regardless of the type of dispute resolution) will be assigned to their dispute case on a rotating basis, from the mediators of M-C Mediations Plus.

Signed this _____ day of _____ 20__.

Signature

Signature

Mediator