

## AGREEMENT TO MEDIATE

\_\_\_\_\_ and \_\_\_\_\_ have agreed to the following:

The parties have agreed to mediate their dispute privately.

The parties have hired Harriet Fishman as the mediator. She may not act as an advocate for either party.

Each party is represented by counsel.

Each party is here voluntarily. Each party understands that mediation is voluntary. No party is required to accept or agree to any offer at any time.

Each party agrees to participate in good faith.

Each party understands that the mediation is confidential, except as provided by law.

Each party understands that this mediation is a negotiation.

Each party understands that, with certain and quite rare exceptions, these negotiations are not admissible in subsequent legal proceedings.

Each party agrees not to ask me to testify and agrees not to subpoena me and/or my notes or other work product in any future proceeding, including enforcement of the terms and conditions of any executed settlement agreement. The parties specifically agree that any subpoena served upon me for either my testimony or to produce any document shall be quashed on application of myself or any party.

The parties agree that I shall not be liable to any party or any third party for any acts or omissions alleged to have occurred in the process of mediation.

Each party has had the opportunity to review and to voice their questions/concerns about the Agreement to Mediate. By signing this document, each party acknowledges and agrees to be bound by its terms and conditions. In addition, each party has had the opportunity to review and to voice their questions/concerns about H Fishman's Mediation Policies, Mediation Process and her Fees and Billing Practices found on the [HFishmanMediation.com](http://HFishmanMediation.com) website. By signing this document, each party acknowledges and agrees to be bound by the terms and conditions set forth in those policies/processes/practices.

