AGREEMENT TO MEDIATE

_____ and _____ have agreed to the following:

The parties have hired Harriet Fishman to serve as the mediator in this matter. I am not an advocate for either party.

Present with legal counsel, each party agrees to attend private mediation and to participate in good faith in the process. Each understands that mediation is a negotiation. Each understands their attendance is voluntarily. Each agrees they are not required to accept any offer at any time.

Each party understands that mediation is confidential, except as provided by law. Each understands that, with certain and quite rare exceptions, these negotiations are not admissible in subsequent legal proceedings, regardless of the outcome.

Whether we are "Live" or on "Zoom", each party understands it is impermissible to record any portion of the mediation process, using any form of technology. Each understands no unidentified or unauthorized parties shall be permitted to participate, nor to record, overhear and/or otherwise be involved in this private process.

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. Each specifically agrees 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.

Each party agrees that I shall not be liable to either party nor any third party for any acts, omissions or statements alleged to have occurred/been made in the process of mediation. My statements are solely my opinion and are offered to aid in settlement negotiations.

Each party has had the opportunity to review and to voice their questions/concerns about the Agreement to Mediate. By signing this document, each acknowledges and agrees to be bound by its terms and conditions. In addition, each has had the opportunity to review and to voice their questions/concerns about HFishman's Mediation Policies, Mediation Process and her Fees and Billing Practices found on the 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.

Each party agrees that I shall have access to and can review financial affidavits and other financial information provided by counsel. In addition, I shall have access to :
____ The Guardian ad Litem report(s); and/or,
____ Other confidential information, specifically: _____

It is understood that I, Harriet J. Fishman, shall not reveal the contents of the confidential information listed above, unless it is within the confines of the mediation process or required by law.

_____	__/__/__	_____	__/__/__
Signature of party	Date	Signature of party	Date
_____	__/__/__	_____	__/__/__
Signature of counsel	Date	Signature of counsel	Date