

AGREEMENT TO MEDIATE

Case Name: _____

1. The undersigned, parties and attorneys, have agreed to mediate the above referenced disputes with _____ serving as mediator. All communication in this mediation, including settlement proposals, is confidential and may not be referred to in any later proceeding or reported to a judge or other hearing officer. This mediation is a subject of California Evidence Code §1115-1128.
2. The mediator will serve as a neutral intermediary to facilitate communication, constructive negotiation and settlement of this matter. The mediator does not represent or advocate the position of any party. Statements by the mediator, even regarding legal issues, do not constitute legal advice, but are mere statements of personal opinion. Any help by the mediator in the preparation of a settlement agreement (including the use of the Mediator’s agreement forms) will not constitute legal advice. Any such agreement should be independently reviewed and approved by counsel and parties.
3. Disclosure of privileged information during the mediation, to the mediator, or to any other participant in the mediation, shall constitute a waiver of legal privilege.
4. Should the mediation process continue beyond the initial session, including any telephone communication between the mediator and any attorney or party to this matter, all such further communication shall be subject to this agreement.
5. This agreement for mediation extends to all present or future civil, judicial, administrative, quasi judicial, arbitration, or other proceedings of any kind.

Executed on _____, at the mediation session.

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| (Mediator) | |
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