

MEDIATION AGREEMENT

The following undersigned parties, _____ and _____, ("Parties") agree to have mediation services provided by Richard E. Tasker of Sage Mediation Services ("Mediator") in order to achieve an acceptable resolution of their disputes.

The Parties understand and agree to the following:

1. The Mediator is an independent contractor and neutral settlement facilitator. The Mediator will remain impartial in all respects when dealing with the Parties, and will not advocate the interests of one party over the other.
2. The Mediator has not been retained to represent any participating party. The Parties understand that the Mediator is not an attorney and provides no legal counsel. The Parties should seek legal counsel from their own attorneys as necessary.
3. The Mediator will only mediate between the Parties and, therefore, will not represent any of the Parties in any other capacity in any legal proceeding related to the mediated dispute.
4. The mediation is subject to the provisions of California Evidence Code §§ 1115-1128 and 703.5 available at www.SageMediationServices.com. This Agreement to Mediate shall extend to all present and future civil, judicial, quasi-judicial, arbitral, administrative or other proceedings.
5. All communications, negotiations, presentations or settlement discussions by and between the Parties during preparation prior to the mediation, during mediation consultation, in the course of the mediation session(s) or other meetings or conference calls conducted as part of the mediation process will be treated as privileged settlement discussions and shall remain confidential unless expressly agreed in writing by all Parties.
6. Disclosure of any information, statements, records, reports, notes, or other documents received or prepared by the Mediator cannot be compelled. No evidence of any statements made by the Parties or Mediator is admissible or subject to discovery or disclosure in any present and future civil, judicial, quasi-judicial, arbitral, administrative or other proceedings.
7. The Parties agree that they will not subpoena the Mediator as a witness, and/or to produce documents, in any legal or administrative proceeding concerning this dispute at any time before, during or after mediation. The Mediator will move to quash any subpoena issued by any party in this proceeding, and that party will reimburse Sage Mediation Services for all costs and expenses related to responding to the subpoena, including attorneys' fees.
8. The Parties agree that since they may be disclosing confidential business and/or personal information in reliance upon this Agreement to Mediate, any breach of this Agreement would cause irreparable injury and that monetary damages would be an inadequate remedy. The Parties therefore agree and stipulate that any party to this Agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this Agreement. Any party that breaches this Agreement shall

be liable for and shall indemnify the non-breaching parties and Mediator for all costs, expenses, liabilities, and fees, including attorney's fees, which may be incurred as a result of such breach.

9. The mediation process is completely voluntary, and therefore either party or Mediator, upon reasonable notice, may withdraw from mediation at any time.
10. The mediation process may continue after the date of execution of this Agreement. As a result, any oral or written communications between the Parties and the Mediator in an ongoing effort to resolve the dispute are subject to the terms of this Agreement.
11. In addition, this Agreement may be executed separately by the Parties and the Mediator. This Agreement must be signed before the mediation and fees paid in advance per the current Sage Mediation Services fee schedule.

EXECUTED on this _____ day of _____, 20_____.

Printed Name: _____

Representing: _____

Printed Name: _____

Representing: _____

Printed Name: _____

Representing: _____

Printed Name: _____

Representing: _____

Printed Name: _____

Representing: _____

Printed Name: _____

Representing: _____

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