

John M. Lewis ADR Services

AGREEMENT TO MEDIATE

(Alternative fee arrangements of a discounted or fixed nature may be agreed to by the mediator, please inquire.)

1. The parties have agreed to mediate their dispute privately before John M. Lewis.
2. The mediation will be conducted on _____ beginning at _____ and held at _____, unless otherwise agreed to by the parties and the mediator.
3. The parties estimate that the mediation will take _____ hours/days to complete. The mediator accepts this estimate.
4. The parties will share equally all costs of the mediation unless other arrangements are made with and agreed to, by the mediator. In any event, however, all costs are the joint and several liabilities of each party and their respective attorneys. Fees are \$275.00 an hour. A minimum fee of \$550.00 (or an alternative amount agreed to in advance) shall be paid before the mediation. The mediator's charges encompass the mediation sessions, and pre-mediation preparation, including telephone conferences with parties or counsel. Travel more than two (2) hours roundtrip is billed at the rate of \$100.00 per hour. Reasonable travel expenses are charged. There shall be no charge for rescheduling or canceling a mediation if done at least 14 days before the first scheduled session. However, if the parties fail to reschedule or cancel in a timely way, the mediator shall charge \$550.00.
5. It is understood that the mediator is not an advocate for any party or an attorney for any party. Each party also understands that the mediation is confidential, except as provided by law and that what is said or done during mediation is generally not admissible in a subsequent legal proceeding. Each party agrees not to ask the mediator to testify, and each agrees not to subpoena the mediator and/or his notes or other work product in any future proceeding.
6. Five days before the mediation, the parties shall submit pre-mediation statements outlining the background facts, nature of the dispute and applicable law. This statement shall be shared with the other party, except for portions a party explicitly indicates to the mediator is being provided confidentially and only for the mediator. The mediator may also confer with the parties or their attorneys prior to mediation to discuss the pertinent circumstances and obtain pertinent submissions other than a pre-mediation statement.
7. This agreement applies to remote mediations. The parties shall not use public Wi-Fi in carrying these out, but shall employ secure, reliable, and fast internet connections. The parties shall not record proceedings without prior written consent, shall maintain appropriate confidentiality, and shall comply with all rules generally pertaining to ADR. The mediator shall reasonably work with the parties, free of charge, to establish working familiarity with the utilized remote online platform.

Party Attorney

Date:

Party Attorney

Date:

Mediator

Date: