

MEDIATION CONFIDENTIALITY AGREEMENT

We agree that, by participating in the Mediation Conference on the ____ day of _____, 200__, with Nicole Weaver-Hansen as our Mediator, each of us has a privilege, except where disclosure is required or permitted by law, to refuse to disclose, and to prevent any person (including the Mediator) present at the Mediation Conference, from disclosing, any and all oral, nonverbal and written communications, notes, observations, and thoughts, made during the Mediation Conference, and any conferences subsequent to today, including telephone conferences, whether or not the dispute was successfully resolved, and such communications shall be confidential and inadmissible as evidence in any subsequent legal or administrative proceeding, unless all of us agree otherwise in writing beforehand. We agree that a settlement agreement signed by us may be exempt from this privilege and from confidentiality when disclosure is required or permitted by law or with our written consent.

We agree that, except where disclosure is required or permitted by law, all oral, nonverbal and written communications, notes, observations and thoughts (including those of the Mediator), made during the Mediation Conference, and any conferences subsequent to today, including telephone conferences, and other than a signed settlement agreement, shall be exempt from the requirements of Chapter 119 of the Florida Statutes (the Public Records Law).

We have read and signed this Mediation Confidentiality Agreement before we began our Mediation Conference and we understand its terms.

Signature

_____/_____/_____
Date

Signature

_____/_____/_____
Date

Attorney Signature

_____/_____/_____
Date

Attorney Signature

_____/_____/_____
Date

Mediator Signature

_____/_____/_____
Date