

MEDIATION PROCEDURE AND FEE AGREEMENT

Dated _____, 200__

WITNESSETH:

WHEREAS, the parties desire to attempt to settle their [matter] and related issues through mediation with the assistance of Nicole Weaver-Hansen mediator (the “Mediator”);

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. **Impartiality and Neutrality of the Mediator.** The parties and their counsel, if any, represent and warrant that they have made a diligent effort to determine all prior contacts between them and the Mediator, and all such contacts have been disclosed to the opposing party and the Mediator. The parties acknowledge that the Mediator is impartial, neutral, and cannot act as advocate, representative nor counsel for either party, and has no authority to make binding decisions, impose settlements or require concessions by either party. It is understood and agreed that any agreements which may be reached between the parties as a result of the mediation process shall be embodied in a separate written agreement between the parties. The parties shall have the opportunity to have legal counsel of their own selection review any written agreement they may reach prior to their signing such an agreement.
2. **Caucuses and Conferences.** The parties understand and agree that, in connection with the mediation process, the Mediator may meet in confidential “caucus” sessions separately with each party. The Mediator will treat each caucus as confidential and refrain from disclosing to the other party any information which the Mediator receives, in caucus, unless the Mediator is specifically authorized to transmit certain designated information. The Mediator may, at the request of either party or on her own initiative, conduct any conference pursuant to this Agreement by telephone, facsimile transmission or other means of communication.
3. **Confidentiality, Immunity and Indemnification.** To enable the parties to discuss all aspects of their dispute freely, and to enable the Mediator to effectively assist the parties in reaching a voluntary resolution of their dispute, the parties agree as follows:
 - a. Conferences and discussions which occur in connection with mediation services provided pursuant to this Agreement shall be deemed settlement discussions, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future litigation. The parties agree to execute a separate Confidentiality Agreement prior to the mediation conference. The provisions of Florida’s Mediation Confidentiality and Privilege Act are incorporated by reference as if fully set forth herein.
 - b. The Mediator shall have the same common law and statutory immunity as judges from suit for damages or equitable relief and from compulsory process to testify or produce evidence based on or concerning any action, statement or communication in or concerning the mediation conducted pursuant to this Agreement.
 - c. The parties understand that there is not attorney-client relationship between the Mediator and any party to this Agreement, and each party acknowledges that it will seek and rely on legal advice solely from its own counsel and that each will not be given legal advice by the Mediator.
 - d. The parties agree, on behalf of themselves and their attorneys, that none of them will call or subpoena the Mediator in any legal or administrative proceeding of any kind to produce any notes or documents related to her mediation services or to testify

concerning any such notes or documents, or her thoughts or impressions. If any party attempts to compel such testimony or production, such party shall be liable for and shall indemnify the Mediator for any liabilities, costs and expenses, including attorney's fees and lost professional time, which she may incur in resisting such compulsion, and in testifying if required by a court of competent jurisdiction to do so.

4. **Fees and Expenses.** The fee for the Mediator's services hereunder shall be computed at the rate of \$200.00 per hour for time spent in connection with the mediation conference(s) (including telephone conferences), preparation for mediation, preparation of documents, agreements and memoranda of understanding, plus expenses (including but not limited to long distance telephone charges, photocopies, postage, facsimile transmissions) and the fees and expenses of the Mediator shall be paid equally by each of us, unless we otherwise agree. Conferences are charged at a minimum of two hours. Conference cancellations after three (3) full business days prior to the conference are charged at a minimum of two hours.
5. **Benefit of Agreement.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, and the Mediator shall be deemed a third party beneficiary hereof.
6. **Date of Execution.** The parties have executed this agreement on the date and year set forth above.

Print your name: _____

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