

BELCHER MEDIATION

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MEDIATION AGREEMENT

The undersigned agree to participate in mediation, and to retain David M. Belcher to serve as the impartial mediator, under the following conditions:

1. The mediator's goal is to help the parties reach a settlement that the parties feel is reasonable under the circumstances. The mediator does not represent any party, provide legal advice or counsel, or make any decisions which are binding on the parties. All decisions are made by the parties and their counsel. The voluntary process may be terminated at any time by any party or the mediator.
2. The mediation is a confidential proceeding. The entire mediation process shall be treated as settlement negotiation for purposes applicable rules of evidence. All aspects of the mediation, including all oral and/or written communications between and among the participants and the mediator, with the exception of a signed memorandum of agreement, shall not be subject to disclosure in any judicial or administrative proceeding. No participant may subpoena the mediator or his notes in any proceeding. Any participant who violates this confidentiality agreement shall indemnify the mediator for any costs, including attorneys' fees, incurred by the mediator related to enforcing this agreement. With the exception of any oral and/or written communication between a participant and the mediator, any documents or other written, graphic or physical evidence which would otherwise be discoverable or admissible in the absence of mediation shall not be rendered inadmissible or undiscoverable by its presentation in the mediation.
3. The mediator shall not be liable to any participant for any act or omission in connection with the administration and mediation of this dispute.
4. All parties necessary to the resolution of this case shall be present at the mediation. This means that people with knowledge of the dispute and people with the necessary authority to settle shall attend. Any exceptions to this rule shall be arranged between the parties and their counsel in advance. If a party comes to a mediation session without a necessary person, and without having

attained the agreement of the other side, that party shall pay the full cost of the scheduled session. If a party postpones or cancels a mediation session with less than two weeks notice, that party shall be liable for the entire fee for that session.

5. If the dispute is resolved, a written agreement shall be drafted and signed by the parties. If a suit or complaint is currently pending, plaintiff's counsel shall be responsible for filing the necessary papers with the clerk of the appropriate court or agency to dismiss or withdraw the suit or complaint with prejudice.

6. This agreement constitutes the entire agreement of the parties and the mediator, and supersedes all other communications between or among them, regarding this mediation. No modification of this agreement may be made except in a writing signed by the parties and the mediator. This agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with other signed counterparts, shall be deemed to be one and the same instrument. A facsimile, copy or electronically submitted signature on this agreement shall be equally valid and binding as an original signature, and the transmission of a faxed or electronically submitted signature will have the same legal effect as physical delivery of an original signature.

7. The mediator's fee is based on the hourly rate quoted when the mediation was scheduled, with a minimum of six hours, for all time spent in administration, preparation, and mediation of the matter, as well as travel time in excess of one hour. The minimum fee shall be paid in advance of the first mediation session. The fee shall be shared equally by the parties, unless they agree to a different arrangement.

(Print name) _____
Date: _____

(Print name) _____
Date: _____

(Print name) _____
Date: _____

(Print name) _____
Date: _____