

DANE COUNTY BAR ASSOCIATION
CASE MEDIATION PROGRAM

AGREEMENT TO MEDIATE

The undersigned parties in Circuit Court Case No. _____
(_____ County) hereby agree to participate in mediation of their dispute in accordance with the following terms:

Mediator: The parties agree that _____ shall be the mediator. The parties recognize that the mediator is not an agent or employee of the Dane County Bar Association or the Case Mediation Program.

Fees and Costs: A non-refundable fee of \$75.00 payable to the “Case Mediation Program,” has been paid by each party to cover administrative costs. The mediator may charge a professional fee, in an amount or at a rate agreed upon with the parties, in the event the mediation session requires more than 3 to 4 hours of the mediator’s time, if the mediator has disclosed this intention and has made appropriate arrangements with the parties in advance of the mediation session. If the mediator travels, he/she may charge reasonable travel costs.

Good Faith: The participants agree to mediate in good faith. The fact that the parties cannot reach an agreement is not of itself evidence of bad faith. The parties agree to cooperate with the mediation process and to actively participate in the search for fair and workable options.

Confidentiality: The parties recognize that the mediation sessions are compromise negotiations and are inadmissible in any litigation of their dispute to the extent allowed by law. Wisconsin Statute Section 904.085 may apply relating to the inadmissibility of communications in mediation. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes or work product in any future litigation or arbitration of their dispute. Similarly, the parties agree that all records, files and documents in the possession of the mediator are available only to the party who provided them, unless specifically authorized by the provider.

Mediator’s Duty: The parties understand and agree that the mediator does not represent any party in this action. The mediator does not give legal advice or legal counsel. The mediator has no duty to provide advice or information or to assure that any party understands the consequences of his or her actions. The mediator’s function is to promote and facilitate voluntary resolution of the matter and the mediator has no responsibility regarding the merits, fairness or legality of any resolution.

Consulting with advisors: All parties are encouraged to consult with an attorney, accountant or other advisor before, during and after the mediation session and before finalizing an agreement regarding legal rights and obligations.

Caucuses: The mediator may hold private sessions (caucuses) with either party at any time. The information gained in private sessions may not be shared in joint session, unless the participant consents to disclosure.

AGREEMENT TO MEDIATE:

Final Agreements: The mediator may draft a letter or memorandum of understanding setting forth any settlement but *will not* draft any final stipulations, orders or agreements. All agreements reached during any mediation session are subject to final drafting, signatures and approval by the parties and the Court.

HOLD HARMLESS: Because the parties will actively negotiate any settlement and must agree to any outcome, because all parties are fully informed of the need to consult with outside advisors concerning any settlement, and because the parties agree to full disclosure, the parties hereby agree to hold the mediator, the Case Mediation Program, and the Dane County Bar Association harmless against any claims of any kind or character arising from acts or omissions during the mediation process or an agreement arising out of mediation.

Parties' signatures:

Representatives' signatures:

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Please complete and return to: **Case Mediation Program**
P. O. Box 44008
Madison, WI 53744-4008