

MEDIATION CONFIDENTIALITY AGREEMENT

THIS AGREEMENT IS AMONG THE PARTIES TO THIS MEDIATION, THEIR UNDERSIGNED REPRESENTATIVES AND COUNSEL AND THE MEDIATOR, ADRIENNE FECHTER. THE PARTIES HAVE AGREED TO ENTER INTO MEDIATION IN AN EFFORT TO REACH A SETTLEMENT OF THEIR DISPUTES AND UNDERSTAND THE CONFIDENTIAL NATURE OF THIS PROCEDURE.

IT IS EXPRESSLY UNDERSTOOD AND AGREED AS FOLLOWS:

All communications by the parties during the course of the mediation, including any pre-mediation or post-mediation conferences with the mediator, concerning the subject matter of the mediation, shall be treated as strictly confidential by the mediator, by the parties and by their representatives, and shall not be disclosed to anyone outside the mediation proceeding, except as expressly agreed to. Any and all statements made during the mediation and any notes or written materials created during the mediation cannot and will not be used as evidence in any subsequent proceeding, either judicial (including arbitration) or administrative. Any party making a confidential disclosure to the mediator during a caucus will advise the mediator of the confidential status of the disclosure and the mediator will ensure that confidentiality is maintained.

In order to maintain confidentiality, the parties and their representatives, by this Agreement, agree not to call the mediator as a witness in any proceeding or to subpoena or otherwise seek discovery of any written materials in her possession developed for or in the course of this mediation. To the extent that the law permits such discovery from the mediator, the parties hereby waive their rights thereto.

The exception to the confidentiality rules stated above is that this Confidentiality Agreement and any written agreement made and signed by the parties as a result of the mediation may be used in any relevant proceeding, unless the parties, by written agreement, decide otherwise.

Nothing in this Agreement shall be construed to prevent or excuse the mediator from reporting matters such as crimes, imminent threats of bodily injury to a child or a party, or such other matters as to which the law imposes a duty to report.

The mediator shall not be liable to any party for any act or omission in connection with any mediation conducted in connection with this Agreement.

I HAVE READ, UNDERSTAND AND AGREE TO EACH OF THE PROVISIONS OF THIS AGREEMENT.

Dated this _____ day of _____ 20__.

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Adrienne Fechter, Mediator

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

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