



MEDIATION AGREEMENT

CAPTION: _____

The undersigned parties and their attorneys hereby agree to submit the captioned dispute to mediation before the undersigned Mediator and further agree and understand, as follows:

1. Mediation is a voluntary, collaborative process in which the Mediator serves as a neutral and impartial facilitator of the parties' own efforts to find a legally binding resolution of their dispute. The parties are represented by counsel, whom they are encouraged to consult. The Mediator will not act as an attorney, advisor or advocate for any party; by providing mediation services, the Mediator does not engage in the practice of law.
2. Mediation also is a confidential and privilege-protected process. All information provided through documents, speech, or conduct as part of the mediation, including any information provided for purposes of initiating, continuing, or reconvening the mediation ("Mediation Communications"), is privileged and confidential, except that a document signed by the parties that reduces to writing an agreement reached by the parties as a result of the mediation is not confidential or privileged, unless the parties agree in writing otherwise. Subject to governing law and ethics, the Mediator and the parties may not disclose Mediation Communications to anyone outside the mediation, nor may they be subpoenaed or otherwise compelled to appear or disclose Mediation Communications in any judicial, administrative, or other proceeding. Mediation Communications shall not be subject to discovery, but information otherwise admissible or subject to discovery does not become inadmissible or protected from disclosure solely by reason of its use in mediation. Mediation Communications shall not be construed for any purpose to be a waiver of any attorney-client or attorney work product privileges, or an admission against interest. No rights are waived by participating in mediation.
3. The parties attending the mediation, or their representatives attending, shall have authority to agree to a legally binding resolution of the dispute. However, the parties are not required to reach a settlement, and the Mediator has no authority to impose a settlement. No party shall be bound by anything said or done at the mediation unless a settlement is reached. If a settlement is reached, it must be reduced to writing and, when signed, shall be binding upon all parties to the agreement. If the parties request the assistance of the Mediator in memorializing the terms of the settlement, it is understood and agreed by the parties that the Mediator would be acting only as a scrivener. The parties should have any draft agreement reviewed by independent legal counsel prior to signing the agreement.
4. The parties agree to compensate the Mediator for his or her services in accordance with the terms of the Mediator's engagement letter. Unless otherwise agreed, the parties will share equally the costs of the mediation.
5. The Mediator is a member of ADR Services of Maryland, Inc. t/a ADR Maryland. The parties agree that the Mediator and ADR Services of Maryland, Inc., including its directors, officers, employees and members, shall not be liable to the parties for any act or omission relating to the mediation.



Full Name of Party (please print)

Full Name of Party (please print)

Full Name of Authorized Signer for Party (please print)

Full Name of Authorized Signer for Party (please print)

Signature

Signature

Full Name of Party (please print)

Full Name of Party (please print)

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Full Name of Party (please print)

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Full Name of Authorized Signer for Party (please print)

Full Name of Authorized Signer for Party (please print)

Signature

Signature

Mediator (please print)

Signature

Agreement Dated