



INSIGHTS COLLABORATIVE THERAPY GROUP

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AGREEMENT TO MEDIATE

This Agreement to Mediate (the “Agreement”) is between the parties whose names and signatures appear below concerning family mediation with Mary Sanger (the “Mediator”).

1. Purpose. We agree to meet with the Mediator to try to settle issues in dispute between the two of us.
2. Voluntary. We agree mediation is voluntary and we are not obligated to reach an agreement.
3. Good Faith. We agree to attend and participate in mediation in good faith.
4. Private. We agree mediation is private and only we and the Mediator may attend mediation sessions unless we agree and the Mediator otherwise consents.
5. No Legal Advice. We agree the Mediator is not an attorney or legal advisor, that she cannot and will not provide legal advice to us, that we will not rely on the Mediator’s comments, statements, or suggestions as legal advice, that the Mediator has no duty to assert, analyze or protect our legal rights or duties, and that the Mediator is not responsible for drafting or filing any legal documents.
6. No Record. We agree not to make any stenographic, audio or video record of mediation sessions. We may make handwritten notes during mediation, but we agree that all notes made by us during mediation will be destroyed at the end of the mediation process, except only for a final mediated settlement agreement, if any.
7. Confidentiality. We agree mediation and all statements made concerning and during it are confidential and that the mediation and all such statements will be treated as conduct or statements made during compromise negotiations concerning the subject matter of the mediation. We agree that the Mediator will not disclose to any third party any conduct or statements made during mediation, except as permitted or required by law or unless we consent to such disclosure.
8. Termination. We agree that mediation ends (a) when a mediated settlement agreement is signed; (b) when either of us withdraws from mediation for any reason; or (c) when the Mediator declares that further efforts at mediation are no longer productive or that either of us does not have the capacity to mediate in a meaningful way.
9. No Legal Action. We agree not to take any legal action against the Mediator relating in any way to this mediation and the Mediator shall never be liable to us for any act or omission relating in any way to this mediation. We agree not to subpoena the Mediator to testify in any deposition, hearing, trial or otherwise relating in any way to this mediation or its subject matter. We agree that the Mediator is not a necessary or proper party in judicial proceedings relating to this mediation. We agree to indemnify and hold the Mediator harmless against any and all claims, demands, lawsuits, costs and expenses relating in any way to this mediation and this Agreement.

10. No Legal Process. We agree to not to seek or cause any subpoena, summons, complaint, citation, writ or other legal processes to be served on anyone at or near the mediation site or upon anyone entering, attending or leaving the mediation session. We agree not start any court proceedings while mediation is ongoing. We agree that if court proceedings are ongoing at the time that we begin mediation, the proceedings will be suspended while the mediation process is ongoing.

11. Right to Review. We agree that we should have this Agreement independently reviewed by our own attorneys before signing it. If we reach a settlement, the Mediator will help us prepare a draft of a mediated settlement agreement which we will then each review with our lawyer. The Mediator has encouraged us to receive independent legal advice before signing any mediated settlement agreement that is negotiated during the mediation process.

12. Admission. We agree that if a fully executed mediation settlement agreement is signed by both of us, it may be admitted in any court proceeding without objection by anyone.

13. No Warranty. We agree that the Mediator does not warrant or represent that any settlement will result from this mediation.

14. Guidelines. We agree to accept and comply during this mediation with the attached Guidelines for Mediation, which is attached hereto and made a part hereof for all purposes.

15. Fees. We agree to pay the Mediator's fees as stated in the Informed Consent to Treat dated on about today's date, which is incorporated herein by reference.

16. Counterparts. We agree that each of us may sign a separate copy of this Agreement, each of which is an original and both of which taken together form one single document. Both such separately signed copies shall together constitute evidence of our consent to be bound by this Agreement.

17. Reliance. We agree that the Mediator is relying on this Agreement and that she is a third-party beneficiary of this Agreement.

18. Survival. This Agreement will survive the execution of any mediated settlement agreement.

WE RECOGNIZE ANY MEDIATED SETTLEMENT AGREEMENT SIGNED DURING THIS MEDIATION WILL BE LEGALLY BINDING AND WILL NOT BE SUBJECT TO REVOCATION.

WE HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature

Print name: _____

Date: _____

Signature

Print name: _____

Date: _____

GUIDELINES FOR MEDIATION

During all mediation sessions, we agree as follows:

We agree not to use any electronic devices (cell phones, tablets, laptops, etc) without the consent of the other party and the consent of the Mediator

We agree to take turns speaking and not to interrupt each other

We agree to listen respectfully to each other and sincerely try to understand the other person's point of view

We agree not to blame, attack, or engage in put-downs

We agree to ask questions of each other so we can gain clarity and understanding

We agree not to take inflexible positions and instead to express ourselves in terms of our personal needs and interests and the outcomes that we wish to realize

We agree to use our mediation time to work toward what we perceive to be our fairest and most constructive agreement possible

We agree to speak up if something is not working for us in mediation

We agree to request a break when we need one

We agree to speak up if we feel the Mediator is not being impartial and neutral

We agree to be prepared with some ideas for solutions to problems

We agree to consider we might be mistaken about something, might be missing something, or may have made an incorrect assumption

We agree to be aware of time limits during mediation

We agree not to be under the influence or impaired by alcohol or drugs during mediation