

SUSAN D. OLSON, PLLC

Susan Danner Olson – Attorney at Law & Mediator

**AGREEMENT TO MEDIATE
AND
ACKNOWLEDGEMENT OF MEDIATION GROUND RULES**

This agreement to mediate is signed by the parties and the mediator to create and clarify the mediation relationship contract. Each party to this Agreement is entering into mediation voluntarily and agrees to be bound by the terms of this Agreement.

The parties also acknowledge and agree to be bound by the following rules:

1. **DUTY TO MEET.** The parties will attend scheduled mediation conferences. Continuances will be granted only for the most extraordinary and unforeseeable events. Any party requesting such a continuance is obligated to notify the other parties and/or their attorneys and will be responsible for rescheduling.

2. **TERMINATION OF THE MEDIATION.** The effort to resolve the identified issues through mediation may be terminated without cause as follows:

- a. A party may withdraw from mediation; or
- b. The mediator may terminate the mediation.

3. **GOOD FAITH.** The parties are to negotiate in good faith. They agree to be respectful to each other and to the mediator at all times. They may refuse to divulge information, but will not give false information.

4. **MEDIATOR.** It is understood that although the mediator is an attorney, she does not represent any of the parties. The mediator has no duty to provide advice or information to a party or to assure that a party has an understanding of the problem and the consequences of his/her action. The function of the mediator is to promote and facilitate voluntary resolution of the above referenced issues. The mediator has no responsibility concerning the fairness or legality of the resolution. Neither party knows of any circumstances, which would cause reasonable doubt regarding the impartiality of the mediator.

The parties acknowledge that legal advice and legal representation is not the role of the mediator. Legal advice is not given in mediation sessions and the parties agree that they will discuss all legal issues created by their decisions reached in mediation with their attorney.

5. **CONFIDENTIALITY.** The parties and the mediator agree to the following confidentiality provisions:

- a. All discussions, representations, and statements made during the mediation will be

privileged as settlement negotiations. The parties agree that they will not attempt to discover or use as evidence in any legal proceeding anything related to the mediation, including any communications or the thoughts, impressions or notes of the mediator. No document produced in mediation, which is not otherwise discoverable, will be admissible by any of the parties in any legal proceedings for any purpose, including impeachment.

- b. The parties will not subpoena the mediator, any members of her staff or any legal records or documents of the mediator in any legal proceeding of any kind. If so called or subpoenaed, said mediator and/or her staff may refuse to testify or produce the requested documents. Should any party attempt to compel such testimony or production, such party shall be liable for, and shall indemnify the mediator and/or her staff against any liabilities, costs or expenses, including reasonable attorney's fees, which the mediator and/or her staff may incur in resisting such motions to compel.
- c. The mediator will not discuss the mediation process or disclose any communications made during the mediation process to any person except staff, as necessary, and the parties' counsel.

6. **FEES.** The parties acknowledge and agree that the mediator will charge the sum of **\$250.00** per hour for the mediation session and for time spent outside of the mediation session, including review of documents prior to the mediation session and preparation of the mediation summary or other documents after the session. **The parties specifically understand and agree that they will be obligated to pay all costs of mediation at the end of each mediation session.** Payment of these fees will be as follows: *payment at the end of each mediation session and will be borne by the parties as follows: one-half by each party. A party who misses an appointment without giving two (2) day notice to the mediator and the other party may be charged a \$100.00 fee to cover administrative costs.*

7. **MINNESOTA CIVIL MEDIATION ACT.** Pursuant to the requirements of the Minnesota Civil Mediation Act, the mediator hereby advises the parties that:

- a. the mediator has no duty to protect the parties' interests or provide them with information about their legal rights;
- b. signing a mediated settlement agreement may adversely affect the parties' legal rights; and
- c. the parties should consult any attorney before signing a mediated settlement agreement if they are uncertain of their rights.

8. **MEDIATION QUALIFICATIONS.** The mediator is an experienced attorney who has received training in mediation skills. A Statement of Qualifications of the Mediator is attached.

9. **VOLUNTARY ACKNOWLEDGEMENT.** The parties hereby voluntarily sign this Acknowledgement in order to affirm that they have read the Acknowledgement and agree to be bound by its provisions.

Dated: _____

Dated: _____

Dated: _____

Susan Danner Olson
Mediator