



RIVERDALE MEDIATION

AGREEMENT TO MEDIATE (Civil-Estate)

DATE: _____

BETWEEN: _____

(Plaintiff)
(Applicant)

(Plaintiff)
(Applicant)

(Defendant)
(Respondent)

(Defendant)
(Respondent)

- and - _____

(the Mediator)

The parties agree to meet with the Mediator to attempt, in good faith, to settle the dispute between them. The parties and the Mediator agree as follows:

ROLE OF MEDIATOR

1. The Mediator is an impartial third party. She is not a judge and will not evaluate the positions of the parties. She will not provide legal advice to the parties. Her role is to assist the parties to participate in a fair process that has, as its goal, a settlement that meets their respective needs. There is no solicitor-client privilege between the Mediator and the parties.

DISCLOSURE OF INFORMATION

2. The parties acknowledge that open and honest communication is necessary for the mediation process to work effectively. The parties agree to come to mediation with all relevant information and documents necessary to enable them to reach a fair, informed and complete settlement.





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The parties also each undertake to inform the other, prior to mediation, of all outstanding or contemplated litigation or other proceedings, and the status, if any, of such proceedings.

WITHOUT PREJUDICE AND CONFIDENTIALITY

- 3a) Mediation is without-prejudice negotiation. All communications and documents provided and shared in preparation for mediation and in the mediation shall be treated on a “without prejudice” basis. No information or document provided during mediation or for the purpose of mediation shall be used for any other purpose, including discovery, cross-examination, in an affidavit or arbitration or at a trial, unless otherwise discoverable. The parties agree that they will not summons, subpoena, or seek access to any documents prepared for in connection with the mediation, including the notes and records of the Mediator. The Mediator shall not be called as a witness by either party in any proceeding.
- 3b) The parties, their counsel and the Mediator agree that the mediation will take place on a confidential basis. None of them will voluntarily disclose to anyone who is not a party to the mediation anything said or done during the mediation process, nor any documents submitted during or for the process, without the written consent of all parties. The Mediator may provide such information without consent only in the following circumstances:
- (i) to the lawyers for the parties or to third parties retained by the parties in mediation;
 - (ii) where ordered to so by a judicial authority;
 - (iii) where required to do so by law or
 - (iv) where the information discloses an actual or potential threat to human life or safety.

WAIVER OF LIABILITY

- 4a) The Mediator shall not be liable for anything done or omitted with respect to the mediation.
- 4b) The parties release and indemnify the Mediator from any claims arising out of any agreements made during or as consequence of the mediation.





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LEGAL ADVICE

5. The parties acknowledge that they have been advised by the Mediator to obtain legal advice at the outset of the mediation process and also on the terms of any proposed settlement. They understand that an agreement reached without the benefit of legal advice may be invalid or have unintended consequences.

PARTIES REPRESENT THEY HAVE AUTHORITY

6. The parties agree to bring to the mediation individuals who have full knowledge of the events in issue and full authority to settle the dispute. This means the complete discretion to consider and decide, at the mediation, upon a wide range of monetary and other forms of resolution.

SETTLEMENT DOCUMENTS

7. If a settlement or partial settlement is reached in mediation, it is the responsibility of the parties' lawyers to draft settlement documents and releases.

TERMINATION OF MEDIATION

8. The Mediator may exercise her discretion to terminate the mediation at any time. Either party may terminate the mediation at any time.

FEES

9. The parties agree to abide by the Mediator's fee schedule which is attached as Schedule "A".
10. The parties agree to abide by the Mediator's cancellation policy which is as follows:
 - Cancellations one or two business days before the scheduled date: the full estimated fee for preparation, plus the estimated fee for that day, plus expenses incurred by the arbitrator, plus HST.
 - Cancellations three to five business days before the scheduled date: the full estimated fee for all preparation plus half the estimated fee for the cancelled day, plus expenses incurred by the mediator, plus HST.
 - Cancellations more than five business days before the scheduled date: \$500 plus out of pocket expenses incurred by the mediator.





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The parties affirm that they have had full opportunity to read and understand this agreement, and sign it this

_____ day of _____, 200_____.

(Plaintiff/Applicant)

(Counsel)

(Plaintiff/Applicant)

(Counsel)

(Defendant/Respondent)

(Counsel)

(Defendant/Respondent)

(Counsel)

(Mediator)

