

C. Alfred Mackenzie Mediator

RULES FOR MEDIATION

1. Definition of Mediation. Mediation is a forum in which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement, or understanding among them. The Mediator may suggest ways of resolving the dispute, but may not impose his own judgment on the issues for that of the parties.
2. Authority of Mediator. The Mediator does not have the authority to decide any issues for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties to achieve a settlement.
3. Parties Responsible for Negotiating Their Own Settlement. The parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator may not and will not act as an advocate for either party. The Mediator does not warrant or represent that settlement will result from the mediation process.
4. Authority of Representatives. **Party representatives must have authority to settle and all persons necessary to the decision to settle shall be present**, except as otherwise agreed or understood by the parties prior to mediation.
5. Identification of Matters in Dispute. Prior to the first scheduled mediation session, each party will be expected to provide to the Mediator a confidential written statement outlining the matters in dispute and setting forth that party's position with regard to the issues that need to be resolved.
6. Privacy. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.
7. Confidentiality and Privilege. The Mediator shall not divulge confidential information disclosed to the Mediator by the parties or by witnesses in the course of the mediation. All records, reports or other documents received by the Mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees, incurred in opposing the efforts to compel testimony or obtain records from the Mediator.

The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial, or other proceeding: (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; (b) admissions made by another party in the course of the mediation proceedings; (c) proposals made or views expressed by the Mediator; or (d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

8. No Stenographic Record. There shall be no stenographic, audio, or video recording of the mediation process or any portion of the mediation session.
9. No Service of Process at or near the site of the Mediation Session. No subpoenas, summons, complaints, citations, writs or other process may be served upon any person at or near the site of any mediation session upon any person entering, attending, or leaving the session.
10. Termination of Mediation. The mediation shall be terminated by the execution of a settlement agreement by the parties, or by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile. The Mediator may assist the parties in reducing the settlement agreement to writing. The parties are to independently review the written agreement with their own counsel before executing the agreement.
11. Exclusion of Liability. The Mediator is not a necessary or proper party in judicial proceedings relating to the mediation. The Mediator shall not be liable to any party for any act or omission in connection with any mediation conducted under these rules.
12. Interpretation and Application of Rules. The Mediator shall interpret and apply these rules.

DATE: _____

AGREED:

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