



BARKER MEDIATION

EILEEN BARKER, MEDIATOR/ATTORNEY

AGREEMENT TO MEDIATE

This Agreement to Mediate ("Agreement") is made between the undersigned parties and mediator Eileen Barker.

1. AGREEMENT TO MEDIATE. This Agreement arises from the parties' desire to use mediation in a good faith effort to resolve all existing disputes between them.

2. MEDIATOR'S ROLE/RELEASE. The mediator is a neutral third party. The mediator's role is to assist the parties in reaching an agreement that is acceptable to them. The mediator is not a judge and has no power to decide issues for the parties. The parties understand that the mediator will not be acting as an attorney, representative or advocate for either party. If the mediator makes any statement concerning the law(s) affecting the issues being mediated, the parties understand that such statements are not made with their individual interests in mind. To enable the mediator to facilitate settlement of the dispute, the parties agree that the mediator has no liability for the outcome of the mediation or for any act or omission in connection with the mediation or other services provided in connection with this Agreement.

3. INDEPENDENT COUNSEL. The parties are advised to seek independent counsel to advise them as to their individual interests, and to review any settlement agreement, prior to signing, which results from the mediation.

4. TERMINATION OF MEDIATION. The mediation process is voluntary and can be terminated at any time by either party, or by the mediator. However, during the mediation, the parties will abide by any rules or guidelines established with the mediator. The mediator will have the right to terminate the mediation if either of the parties fails to abide by the terms of this Agreement, the mediator determines that either party is not negotiating in good faith, or the mediator feels for any reason that the mediation process is no longer appropriate.

5. DISCLOSURE/ASSETS. The parties understand that both parties must be able to make fully informed decisions in the mediation. Therefore, the parties will make full and complete disclosure of all information and documents necessary to enable them both to reach informed decisions regarding the matters in issue. In addition, while the mediation is pending, the parties will not dispose of or alter any of their assets without the consent of the other.

6. LEGAL PROCEEDINGS. While the mediation is pending, neither party will commence any legal action against the other, and any action now pending will be suspended, unless the parties both agree otherwise. Prior to commencing or continuing with any legal action, each party will give reasonable advance notice to the other party.

7. CONFIDENTIALITY. All statements made in connection with or during the mediation are confidential, privileged settlement discussions. All such statements are made without prejudice to any party's legal position, and will be inadmissible for any purpose in any legal proceeding. The provisions of California Evidence Code " 1115 - 1128 will be fully applicable to this mediation.

8. FEES. The mediator's fee will be \$_____ per hour for all time related to this mediation, including but not limited to document review, research, preparation and telephone calls, plus actual out-of-pocket expenses (such as for photocopies, telephone charges, postage/delivery). The parties are encouraged to arrive promptly for each session, and will be charged starting from the time the session is scheduled to begin. The parties will pay for any missed session and any session canceled with less than 48 hours notice. All fees will be paid in full upon completion of each mediation session. Fees will be shared as follows:

DATED: _____ and signed before the start of the mediation by each of the persons whose signatures appear below.

PARTIES:

MEDIATOR:
