



**MIDDLESEX MEDIATION AGREEMENT**

The undersigned parties, attorneys and/or representatives, agree to participate and commit themselves to a mediated negotiation of the issues involved in this matter and as follows:

Please describe the nature of the dispute:

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We agree to employ the services of (neutral’s name) \_\_\_\_\_ who agrees to serve as mediator of our dispute. We agree that the Middlesex Mediation Rules and Policies shall be applicable to the mediation of this matter.

1. We confirm and agree that the mediator’s work product, memoranda and case file shall be confidential and not subject to disclosure in any judicial, administrative or private proceeding and that the mediator shall not be called as a witness in any subsequent court or administrative action.
2. We pledge and agree that all communications made in the course of this mediation process relating to the subject matter being mediated shall be confidential communication and not subject to public disclosure, disclosure to third parties or in any judicial, administrative or private proceeding.
3. We agree that neither the mediator nor Middlesex shall be liable to us for any act or omission in connection with services performed under this agreement.
4. Each party agrees that the person(s) or representative(s) with full authority to resolve and settle this dispute will attend mediation sessions. All parties and the

mediator shall be advised in advance of any scheduled mediation session if any person(s) or representative(s) with needed full settlement authority cannot attend such a session.

5. The undersigned parties agree that they shall pay in advance, and before the first conference with the mediator, the charges for the first day of mediation in the aggregate amount of \$6500, and thereafter pay for the mediator's study time, if any, and mediation time at the rate of \$350.00 per hour per party.

6. The parties hereto agree and confirm that neither Middlesex nor any mediator shall be liable to any party hereunder for any error, act, or omission in connection with any mediation conducted pursuant to this Agreement. Any mediator serving in this matter shall have the same immunity from legal proceedings as a judge of the Superior Court of The Commonwealth of Massachusetts, in which case such judicial immunity shall supplement, but not supplant, any immunity provided under other applicable laws or this Agreement.

7. This Mediation Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same valid and enforceable agreement.

Witness our hands and seals as of the dates below written.

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Dated:

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Dated:

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Dated:

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Dated:

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Dated:

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Dated: