

UTAH MEDIATION SERVICES
AGREEMENT TO MEDIATE

We the undersigned parties agree to voluntarily enter the mediation process and understand and consent to the following:

1. Definition of Mediation: Mediation is a process in which a mediator facilitates communication between the parties and, without deciding the issues or imposing a solution on the parties, enables them to understand and to reach a mutually agreeable resolution to their dispute.
2. Role of the Mediator: The mediator acts as a facilitator, not an advocate, judge, jury, counselor, or therapist. The mediator assists the parties in identifying issues, reducing obstacles to communication, maximizing the exploration of alternatives, and helping parties reach voluntary agreements.
3. Mediator's Style/Approach: The mediator uses a facilitative approach. A facilitative mediator guides the parties' conversation and discussion of issues that are important to them, without providing an opinion or judgement regarding the merit of the claims or the likely judicial outcome. The mediator can assist the parties in assessing the strengths and weaknesses of their case. The mediator will not tell the parties what to do or suggest a particular outcome.
4. The Mediation Process: The process will include at a minimum, an opportunity for all parties to be heard, the identification of issues to be resolved, the generation of alternatives for resolution, and if the parties so desire, the development of a Memorandum of Understanding or Agreement. **The mediation may be terminated at any step of this process by any party or by the mediator.**
5. Confidentiality: All memoranda, work products and other materials contained in the case files of a mediator or mediation program are confidential. Any communication made in or in connection with the mediation, which relates to the controversy being mediated, including screening, intake, and scheduling a mediation, whether made to the mediator, mediation program staff, to a party, or to any other person, is confidential. However, a written mediated agreement signed by the parties shall not be confidential, unless the parties otherwise agree in writing. Generally, confidential materials and communications are not subject to disclosure in discovery or in any judicial or administrative proceeding. Except as specifically provided in statute or administrative rule, the mediator or other party cannot be compelled to testify regarding mediation communications. Discoverable evidence may be subsequently disclosed notwithstanding that it was referenced in a mediation communication. For example, statements of fact, such as a sales price or rent roll, may be used in subsequent or separate proceedings.
6. To promote frank and productive discussion, the Parties agree that the mediation process is as confidential as allowed by law.
 - a. The Parties agree not to disclose to any non-party oral or written communications made during the mediation process, including settlement terms, proposals, offers, or other statements, whether made privately to the Mediator or when all Parties are present.
 - b. The Parties agree that they will not record, save, or otherwise capture any audio, video, files, documents, chat texts, or any other data that the Party would not have access to but for the mediation, unless provided by another Party with knowledge and consent. If recordings, saves, or other captures of data occur unintentionally, the mediator must be notified immediately. Any such recordings, saves, or captures of data may not be shared with anyone and must be immediately and permanently deleted.
 - c. Only Parties may attend or have access to any part of the mediation unless all Parties and the mediator agree, or as required by law.
 - d. The Mediator and all Parties must be provided notice of all attendees before or at the time of attendance. Parties may not provide mediation passwords to non-Parties without consent of the mediator.

e. The Parties agree that if a Party inadvertently gains access to any confidential discussions involving another Party, the Party with inadvertent access shall immediately disclose the Party's presence and exit from the confidential discussions. Any confidential information inadvertently disclosed may not be used by the Party with inadvertent access, even within the confines of the mediation.

7. The Parties agree not to subpoena the Mediator or compel the Mediator to produce any documents provided by a Party in any pending or future administrative or judicial proceeding. The Mediator will not voluntarily testify on behalf of a Party in any pending or future administrative or judicial proceeding.
8. Mediation sessions will not be recorded or transcribed by the Mediator or any of the Parties. In accordance with Utah Mediation Services policy, the Mediator's notes and records of the mediation content, if any, are routinely destroyed.
9. Utah Mediation Services and its employees will be held harmless of any claim for damages for any act or omission occurring during or in connection with the mediation process, to the extent permitted by applicable law.
10. This agreement shall supersede any other agreements relating to this mediation in the event of contradictory terms.
11. Legal Counsel / Effect of Agreement: The mediator(s) does not provide legal advice. Parties are encouraged to seek the advice of independent counsel at any time. Any mediated agreement may affect the legal rights of the parties. Each party to the mediation should have any draft agreement reviewed by independent counsel prior to signing the agreement.
12. Payment is required in advance of any mediation session. Generally speaking, mediation sessions occur via Zoom. For an initial two hour block, go to <https://calendly.com/pchristensenesq/mediation-session-2-hours>. Payments are not refundable. If more time is needed, additional sessions can be scheduled.
13. Clients and former clients of Pattie S. Christensen Esq are not permitted to use these mediation services.

Enter the name and email address of each party to this mediation. Each person must e-sign this Agreement prior to mediation.

Person Number 1 Name: _____ Person Number 1 Email: _____

Signature:

Person Number 2 Name: _____ Person Number 2 Email: _____

Signature:

Person Number 3 Name: _____ Person Number 3 Email: _____

Signature:

Person Number 4 Name: _____ Person Number 4 Email: _____

Signature: