

MEDIATION AGREEMENT

Location: _____ Effective Date: _____

Parties:

Mediator: _____

Party A: _____

Party B: _____

Recitals:

WHEREAS, the Parties desire to resolve any and all disputes, claims, and controversies between them through mediation in lieu of litigation or arbitration; and WHEREAS, the Parties agree to engage the Mediator to facilitate a resolution of their differences as set forth herein.

1. Appointment of Mediator

The Parties hereby appoint the Mediator to act as a neutral third party to facilitate discussions and assist the Parties in reaching a mutually acceptable settlement of their dispute(s).

2. Mediation Process

The mediation shall be conducted in good faith at a mutually agreeable time and place. The Mediator shall manage the process as deemed appropriate, including private caucuses and joint sessions.

3. Confidentiality

All communications, statements, and documents disclosed during mediation are confidential and shall not be disclosed to any third party or used as evidence in any subsequent legal proceeding, except as required by law or as agreed by the Parties in writing.

4. Voluntary Participation and Termination

Participation in mediation is voluntary. Any Party may terminate the mediation at any time by notifying the Mediator and the other Parties in writing. Termination does not preclude any Party from pursuing other legal remedies.

5. No Settlement Binding Without Agreement

The Mediator shall have no authority to impose a settlement. No agreement reached in mediation is binding unless memorialized in a written and signed settlement agreement by all Parties.

6. Fees and Costs

The Parties agree to share equally the fees and costs of the mediation unless otherwise agreed in writing. Payment terms shall be agreed upon prior to the start of mediation.

7. Mediator's Role

The Mediator acts as a neutral facilitator and does not represent any Party. The Mediator shall disclose any actual or potential conflicts of interest prior to acceptance of appointment.

8. No Waiver of Rights

Nothing in this Agreement shall be construed to waive, limit, or alter any Party's legal rights or remedies outside of mediation.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the United States and the state in which the mediation takes place. Any disputes regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located therein.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding mediation and supersedes all prior oral or written agreements or understandings. No amendment shall be effective unless in writing and signed by all Parties.

11. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

MEDIATOR'S SIGNATURE

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____ Signature: _____ Signature: _____

Original source of this document:

<https://docs-professionals.com/mediation-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-professionals.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.