

AGREEMENT TO MEDIATE

This agreement is made between the undersigned parties referred to as "clients", and Decision Resources, Inc. (Mark Bennett) referred to as "mediator".

Clients request that mediators assist them to resolve a dispute relating to: _____.

Mediator agrees to assist clients subject to the following terms and conditions:

THE PROCESS. The role of mediator is to assist clients to constructively communicate and creatively explore the issues so they have the best opportunity for negotiated agreement resolving the dispute. Mediator has no authority to decide issues as a judge, will not make decisions about right or wrong, or advise clients what to do. If clients reach an agreement, the Mediator may, with their permission, prepare an agreement.

COMMUNICATION. Issues that need mediation and the strong feelings clients bring often make communication between them difficult. Mediator shall use his best efforts to create the opportunity to reach agreement about the issues by establishing a forum for honest, respectful communication between the clients. Clients recognize that they need to cooperate with the mediator by following fair guidelines about honest, respectful communication.

COST OF MEDIATION. Mediator shall be paid \$175 per hour plus applicable NM gross receipts tax on this amount for the services of Mark Bennett. Mediator's paid time includes all mediation sessions and time spent outside mediation sessions on research, preparation, document drafting, and phone conferences. Mediator shall be paid by clients as follows:

- a. _____
- b. expenses to be included in the fee are: circle and initial any that apply (mileage at 53 cents/mile, delivery charges, long distance telephone, copies)

DISCLOSURE OF INFORMATION. During the course of the mediation, the clients will produce all information reasonably required for clients and mediator to understand the issues presented and to negotiate in an informed manner. If the clients do not cooperate in the production of information, Mediator may end the mediation.

MEDIATORS' AUTHORITY. Mediator may conduct joint and separate meetings with clients as he deems necessary. If mediator decides to conduct separate meetings, he shall announce this to everyone. All statements made to mediator by one client (or that client's legal counsel) in a separate session are private unless the client making the statement authorizes mediator to share the information. Mediator may end the mediation whenever, in his judgment, further efforts at mediation would not contribute to a resolution of the dispute between the clients.

INDEPENDENT COUNSEL. Clients acknowledge that Mediator has advised them to obtain independent legal advice and qualified tax advice, prior to signing, on the issues in dispute, including the review of any proposed agreement that results from the mediation. If mediator provides basic legal information during the mediation, this information is not a substitute for independent legal advice that considers their separate, individual interests.

PRIVACY. Mediation sessions are private. Representatives of the clients and other persons may attend if all clients and the mediator agree. In order for mediation to work, open and honest communications are essential. Therefore, all written and oral communications, negotiations and statements made in the course of mediation shall be treated as privileged settlement discussions. This means that they are not admissible as evidence in any court, grievance, or administrative proceeding. Mediator will not reveal anything discussed in mediation without the permission of all the clients unless he is required to do so by state law or judicial ruling. The clients agree that they will not call mediator as a witness or to give a deposition in any legal or administrative proceeding between the parties concerning this dispute. To the extent that they may have a right to call the mediator or anyone associated with the mediator as a witness in any legal or administrative proceeding between the clients concerning this dispute, that right is hereby waived. Clients agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceeding between the clients concerning this dispute. To the extent that they may have a right to demand these documents in any such proceeding, that right is hereby waived.

TERMINATION. Any client may announce an end to the mediation. If there is not a satisfactory agreement at the end of the mediation, all clients reserve the right to pursue other available options to address their concerns.

Dated _____ and signed
before the start of the mediation by:

"Mediator"

"Clients"
