



# LAW OFFICE OF GREG QUIMBY, P.C.

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Greg Quimby, Esq.

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## Mediation Agreement

1. I understand that I am not required to reach any agreements today in mediation. Any agreements I reach today shall be voluntary.
2. I understand that the mediator, Erica Vasconcellos of Law Office of Greg Quimby P.C., offers neither legal advice nor legal counsel. I understand that the mediator is an attorney. I understand that the mediator is not acting as an attorney during my mediation but rather is acting as a neutral third party. Any opinions offered are non-binding feedback from the perspective as the mediator and are neither legal advice nor legal counsel
3. I agree that I will not at any point call the mediator as a witness in any legal or administrative proceeding concerning this dispute, including a subpoena, a request for production of documents, notes, records, work product or the like resulting from the dispute resolution process except as otherwise expressly indicated by law.
4. In the event it becomes necessary for the mediator to appear in any court action regarding the mediation, the party requesting or requiring the mediator agrees to pay for the mediator's time at the rate of \$150.00 per hour.
5. In order for the mediation process to be successful there should be open and honest communication between the parties. I agree to keep all information confidential. I will not disclose information regarding the mediation to any parties not present at the mediation without the express written consent from all parties and the mediator. I agree that I will not record the mediation session.
6. I understand that if the parties are able to reach agreements during the mediation process today that are put into writing and that we sign, the written agreement itself is not confidential and may be presented in Court.
7. I understand that if written agreements are signed by the parties, those agreements would most likely be considered binding in a court of law.
8. If the parties request that the mediator prepare a memorandum of agreement (written agreements reached in mediation) that there is an additional fee for the time needed for preparation of the agreement. Each party is advised to review the memorandum of agreement with their own attorney before the agreement is placed in final form and signed.
9. I understand that failing to abide by the conditions of this mediation agreement could result in the exclusion from future resolution attempts or may result in appropriate sanctions deemed necessary by the Court.
10. I agree to enter this process in good faith. I will sincerely attempt to resolve the issues in dispute. In the event that a settlement agreement cannot be reached, either party may withdraw from mediation at any time. If the mediator determined that it is not possible to resolve the issues through mediation, the process can be terminated once this has been

conveyed to all parties.

11. I agree to pay all fees associated with this service and if necessary to pay and any costs of collections. The fee for a standard two-hour mediation session is \$150.00 per hour (\$75.00 per hour per party). Each party shall pay one half of the mediation cost. The first two hours of mediation must be paid 72 hours in advance prior to mediation commencing. Any time after the first two hours will be billed at the hourly rate of \$150.00 per hour in thirty (30) minute increments. Any amounts outstanding shall be paid at the conclusion of mediation. Cancellations must be made three (3) full business days prior the scheduled mediation date in order to receive a refund.
12. The parties and/or counsel shall be responsible to file any agreements and the mediation certification with the Court. The mediator is not responsible to file any agreements nor the mediation certificate with the Court.

I have read the information presented above and agree to abide by the requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney Signature (if applicable)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address, City/State, Zip Code

\_\_\_\_\_  
Phone