

AGREEMENT TO MEDIATE

We (and our lawyers, if any) wish to use the mediation services of the New York City Bar Association in order to seek a resolution of our dispute.

We understand that the Bar Association will assign a qualified and neutral mediator. We understand that the mediator, if a lawyer, will not be providing legal services to us and that no attorney-client relationship will exist between the mediator and the parties.

We confirm that each party has received and read the brochure on mediation provided to us by the Bar Association, and agree that the Mediation Rules and Procedures set forth in that brochure shall govern our mediation.

We further agree:

- To coordinate with the mediator to select a mutually convenient time and place for the initial mediation session.
- To pay a non-refundable administrative fee of \$100 per party to the Bar Association.
- To pay the mediator's fee apportioned equally among the parties (unless the parties expressly agree otherwise), payable at the time(s) as the mediator may require.
- To work diligently for a mutually acceptable resolution to our dispute directly, without threat of litigation.
- To provide the other party and mediator all relevant documents and information.
- To LISTEN, really listen, to the other side's input and seek to find common interests that may lead to a resolution of our dispute.
- To be courteous and respectful to the other party and the mediator.
- To maintain confidentiality of all information, verbal or written, exchanged during the mediation, irrespective of its outcome. This includes our agreement not to disclose any proposals, offers, admissions, or opinions made during the mediation process as evidence in any subsequent lawsuit, administrative procedure, hearing or arbitration, unless compelled to by law. We also commit not to subpoena the mediator or otherwise seek to have him/her as a witness in any subsequent lawsuit or arbitration.

We also confirm that neither the mediator nor the New York City Bar Association will be liable to any party for any act or omission made in connection with the mediation conducted under this Agreement.

Party 1: _____
Print Signature / Date

Address: _____

Telephone: _____ Email: _____

Attorney (if any) for Party 1: _____
Print Signature /Date

Telephone: _____ Email: _____

Party 2: _____
Print Signature / Date

Address: _____

Telephone: _____ Email: _____

Attorney (if any) for Party 2: _____
Print Signature/Date

Telephone: _____ Email: _____

Party 3 (if any): _____
Print Signature/Date

Address: _____

Telephone: _____ Email: _____

Attorney (if any) for Party 3: _____
Print Signature/Date

Telephone: _____ Email: _____

Party 4 (if any): _____
Print Signature/Date

Address: _____

Telephone: _____ Email: _____

Attorney (if any) for Party 4: _____
Print Signature/Date

Telephone: _____ Email: _____

RETURN THIS AGREEMENT TO MEDIATE FULLY COMPLETED TOGETHER WITH A CHECK FOR \$100 PER PARTY PAYABLE TO THE NEW YORK CITY BAR TO:

New York City Bar Association
42 West 44th Street
New York, NY 10036
Attn: Lauren Axelrod, General Counsel

Alternatively, this form can be completed electronically and emailed to Ms. Axelrod at laxelrod@nycbar.org and a hardcopy check mailed to her attention at the address above.

Ms. Axelrod can be reached at (212) 382-6674.