

McClelland MEDIATION SERVICES

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310 Grant Street, Suite 720

Pittsburgh, PA 15219

AGREEMENT TO MEDIATE

I. PARTIES

Plaintiff(s):	Counsel of Record for Plaintiff:

Defendant(s):	Counsel of Record for Defendant(s):

II. AGREEMENT

The parties agree to mediate, and hereby engage the Mediator to provide mediation services, and the Mediator agrees to provide mediation services, on the terms and conditions of this agreement.

III. SUBJECT OF THE MEDIATION

The subject of the mediation is: **COUNTY and DOCKET NUMBER**

IV. NATURE OF THE MEDIATION

The mediation is a non-binding settlement negotiation. The Mediator may hold joint sessions with the parties and/or private sessions with each party separately for the purposes of improving the Mediator's understanding and facilitating the mediation process. The Mediator has no authority to force a settlement on the parties and is not a judge.

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V. FEES

The fee for mediation services is \$500 per hour for pre-mediation services and post-mediation session services. The fee for the actual Mediation Session is \$600 per hour, pro-rated per participating party unless otherwise agreed upon in writing in advance. There will be an Administrative Fee Charge of \$150.00 for services in connection with scheduling, confirmation, case binder preparation and invoicing. The bill for mediation services will be sent to counsel for said parties unless the parties agree to other arrangements. The undersigned counsel duly acknowledges their direct responsibility for payment for all services rendered unless otherwise approved by the mediator in writing. Invoices are payable upon receipt and *McClelland Mediation Services* reserves the right to charge interest at a rate of 1.5% per month (or the maximum rate permitted by law, if less) on any balance outstanding after thirty (30) days. A fee may be imposed for late-notice rescheduling and/or cancellation, depending on the circumstances.

VI. Mediation Sessions

The mediation will take place in one or more sessions as the parties and Mediator agree.

The mediation will take place on _____, 20____, and will be conducted at the offices of _____.

Each party shall have present at each mediation session one or more representatives with full authority to negotiate, make decisions concerning, and enter into a settlement of the litigation on behalf of that party.

VII. CONSULTING WITH ATTORNEYS

The parties and participants to the Mediation are welcomed and encouraged to consult with their attorneys regarding their legal rights and obligations throughout the course of the mediation and before finalizing a settlement agreement. The Mediator does not provide legal advice or an analysis of legal rights or obligations. The parties rely solely on their own attorneys for legal advice.

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The Mediator may hold brief sessions with each party individually. These sessions are designed to improve the Mediator's understanding of the participants' positions. Information gained through the private sessions are specifically regarded as confidential unless the participants agree to permit the Mediator to disclose any/all confidential information.

VIII. CONFIDENTIALITY/PRIVILEGE

The parties acknowledge that all mediation communication and/or documents are privileged and are not admissible in any proceeding. However, any evidence that is otherwise admissible or discoverable shall not be rendered inadmissible as a result of its use in the mediation. The parties agree not to subpoena or otherwise require the mediator to testify or produce records, notes or work product in any future proceedings. The Mediator shall hold confidential all information a party or participant discloses to the Mediator in connection with the mediation and shall not disclose such information to any other party or person except to the extent the disclosing party or participant authorizes the disclosure.

IX. NO RECORD

No recording or stenographic record will be made of any portion of a mediation session. The Mediator shall make no written report or decision relating to any issue in dispute unless the parties expressly agree that he should.

X. NO PRESUMPTION

This agreement has been negotiated by the Mediator and counsel for the parties. Neither the Mediator nor any party or its counsel shall be deemed to be the drafter of this agreement or any provision. No presumption shall be deemed to exist in favor of or against the Mediator or either party as a result of the preparation or negotiation of this agreement.

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XI. BINDING EFFECT

This agreement shall bind and inure to the benefit of the Mediator, the parties, and their respective successors and assigns.

We hereby agree to the foregoing Agreement to Mediate as of the ____ day of _____, 20____.

Attorney for the Plaintiff(s)

Attorney for the Defendant(s)

Attorney for the Plaintiff(s)

Attorney for the Defendant(s)

Regis M. McClelland, Esquire
Mediator