

## AGREEMENT TO PARTICIPATE IN MEDIATION

Between:

And:

And: Paul E. Love ("the mediator")

The parties agree as follows:

1. The parties retain the mediator to assist them in the resolution of matters of disagreement between them.
2. The parties understand that mediation is a process of negotiation in which they will be assisted by the mediator, an impartial third party, to identify and address the matters of disagreement and develop a jointly acceptable resolution of them.
3. It is understood that during the mediation session, the parties may meet jointly with the mediator and the parties may meet privately with the mediator. Where the parties are accompanied by lawyers, they may meet privately with their lawyers at any time and may meet with their lawyers and the mediator.
4. The mediator may make procedural suggestions or recommendations at any time before or during the mediation and the parties are free to follow or reject the mediator's suggestions.
5. Since mediation is a process of negotiation which relies on the accuracy of information, the parties agree that information which is relevant to the matters of disagreement will be disclosed by each party honestly, in good faith and without deception.

6. The parties agree that the full disclosure described in paragraph 4 is subject to either party's express request to the mediator that he keep a particular piece of information in confidence. In the absence of such a request the mediator is free to fully disclose to either party any information provided by the other party or any information of which he becomes aware is relevant to the matters in disagreement.
7. The parties acknowledge that the mediator is a lawyer. However, it is understood that he is impartial and not acting for any party in the mediation. The parties will seek whatever legal or other advice they may desire before, during and after the mediation session and give the mediator permission to communicate with any lawyer identified as acting for any party. The mediator may draft a document to record or report on the consensus reached by the parties and may provide a copy to any party's lawyer who has been identified.
8. The parties acknowledge that mediation is a negotiation process undertaken in an effort to settle the matters of disagreement. Accordingly, all communication during mediation whether made while the parties are present with the mediator or in private meetings of any party with the mediator, are made without prejudice. The parties intend that all such communication should be confidential and non-compellable in any legal or other adjudicative proceeding.
9. The parties agree that the mediator will not be asked or required by or on behalf of any party to the mediation to give evidence, provide information or produce documents in any legal or other adjudicative proceeding concerning the content of the mediation session.
10. The parties agree that paragraphs 8 and 9 will not apply where:
  - a. The mediator is obliged by law to report to a third party;
  - b. A Court orders information, documents or evidence to be given, or

- c. The mediator determines that personal safety requires that a report be made to a third party.
  
- 11. The parties agree that the mediator will be paid at the rate of \$300.00 per hour plus all direct out of pocket expenses and applicable taxes. Fees will be charged for the actual time spent in preparation, pre-mediation communications, the mediation session(s), any reporting or drafting of consensus and any other work specifically requested by the parties. Unless otherwise agreed at the mediation session, the parties agree to pay the mediators fees and disbursements in equal shares immediately on receipt of the mediation invoice where the parties are represented by lawyers, the mediator's invoice will be sent to the parties' lawyers.
  
- 12. The parties understood that the services of the mediator are offered by Paul E. Love Law Corporation and invoices will be rendered and payments made to Paul E. Love Law Corporation.

This agreement was entered into on \_\_\_\_\_ day of \_\_\_\_\_, 201\_, at \_\_\_\_\_, British Columbia.

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Paul E. Love, Mediator