

AGREEMENT FOR MEDIATION SERVICES

The undersigned parties and their attorneys, insurers, agents and/or other representatives, agree to have contracted for mediation services provided by Harry M. Paras, Esquire, in the case of _____ in accordance with the following terms:

Mediation Services: All parties recognize that mediation is a voluntary settlement process and that the mediator is not a judge and has no authority to impose a settlement on the parties.

Fees: Fees will be charged as set forth below:

Two Party Mediation - \$250.00 per hour per participating party
Three Party Mediation - \$167.00 per hour per participating party
Four Party Mediation - \$125.00 per participating party
Five Party Mediation - \$100.00 per hour per participating party
Travel Time - \$200 per hour plus expenses
NO CANCELLATION FEE

The undersigned counsel duly acknowledge their direct responsibility for payment of all services rendered unless otherwise approved by the Mediator in writing. Invoices are payable upon receipt.

Consulting with Attorneys: During mediation sessions and before finalizing an agreement, participants shall privately consult with their respective counsel regarding their legal rights and obligations, with the parties duly recognizing that the Mediator is not providing legal advice.

Caucuses: The mediator may hold brief sessions with each party individually. The "caucuses" are designed to improve the mediator's understanding of the participants' positions. Information gained through a private session is confidential unless the participant agrees to permit the mediator to disclose any confidential information.

Confidentiality: The parties recognize that, mediation communications and documents are privileged and their disclosure may not be compelled through any process and are not admissible in any proceeding. The parties agree not to subpoena or otherwise require the Mediator to testify or produce records, note, or work product in any future proceedings. Each party further agrees, however, that the Mediator may discuss the mediation to the extent necessary to respond to a complaint filed in any forum challenging the manner in which the Mediator carried out his professional and/or ethical responsibilities.

AGREED to this ____ day of _____, 2019.

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Mediator - Harry M. Paras, Esquire

