



Agreement To Mediate

The terms stated here establish the contract between Basta Resolutions, PLLC and Joseph C. Basta (individually and collectively "Mediator") and counsel for all parties ("Counsel") in connection with Mediator's services as a facilitative mediator. The terms here control unless different arrangements are made and confirmed in a writing signed by Mediator and Counsel. Acceptance of the terms in this agreement is manifested by signing this agreement or by proceeding with mediation using Mediator's services.

IT IS AGREED:

1. Counsel has retained Mediator and will be responsible for payment of all charges, and not by Counsel's client. Mediator's charges will be divided equally in as many portions as there are parties in the case. Counsel will be responsible for the share attributed to his or her client.
2. Counsel will compensate Mediator at his standard hourly rate for all time spent on the matter, including attendance at mediation conferences, letters, emails, file administration, review of briefs and written materials, and all other services requested by counsel.
3. All proceedings in connection with mediation shall be subject to this Agreement and applicable provisions of Michigan Court Rules, including MCR 2.411 and 2.412. The purpose of mediation is to attempt to compromise or resolve disputed claims between or among the parties. Mediator's role is to act as a neutral party for purposes of assisting the parties to resolve their claims. The Mediator is authorized to conduct joint and separate communications and meetings among the parties. Mediator is not acting as an attorney or advocate for any party and any statements or recommendations of Mediator shall not constitute legal advice. The parties acknowledge that they have been advised to seek and are relying on the advice of their own counsel in connection with settlement or other agreement. Mediator may, however, evaluate each party's case, if requested, and may make recommendations for settlement.
4. All proceedings in connection with mediation shall be confidential, subject to MCR 2.411 and 2.412 of the Michigan Court Rules. All mediation proceedings are also compromise negotiations within the meaning of Federal Rule of Evidence 408 or any state equivalent. This includes all communications in mediation sessions and all communications between Mediator and the parties. Information disclosed in the mediation process will not be revealed to anyone else without the consent of the party who disclosed the information.
5. Each party agrees not to subpoena Mediator, his notes, files, or otherwise compel the Mediator to testify in any proceeding relating to the subject matter of the mediation. Mediator will not voluntarily testify on behalf of any



party in any proceeding, nor voluntarily produce any documents or information in Mediator's possession. If subpoenaed or ordered to give testimony or provide documents regarding mediation, Mediator will, to the extent possible, give notice to the parties and counsel so as to permit them to take whatever action they deem necessary to prevent or limit such testimony. Mediator will have no obligation to contest a subpoena or order beyond giving such notice.

6. The parties and Counsel acknowledge and agree that Mediator is not acting as an attorney or advocate for any party in connection with the mediation. The parties and their Counsel have disclosed to the Mediator, and Mediator has disclosed to them, all matters that each reasonably believes require disclosure under MCR 2.411.
7. To the extent Mediator assists in the preparation of settlement documents or agreements among the parties, Mediator does so only by way of suggestion. The responsibility for the content of such documents remains fully with Counsel and their clients. Mediator will have no liability to any person for Mediator's role in document preparation.

By: _____

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