



AGREEMENT TO MEDIATE

By signing this agreement, the parties and their respective counsel confirm that they will:

- Engage in the mediation process in a good faith and forthright manner,
- Remain polite and respectful to each other during the mediation,
- Make a genuine, committed effort to settle the dispute, and
- Consider compromises and alternate solutions to achieve a settlement

IT IS AGREED BY ALL PARTIES THAT:

1. Mediation is confidential. All discussions, pre-mediation conferences and documents exchanged as part of the mediation, and not otherwise required to be shared under the Court Rules or rules of evidence, are without prejudice and will be kept confidential and will not be admissible as evidence in any proceeding.
2. No party will rely on, or introduce into evidence in any proceeding, any other party's views, suggestions or willingness to compromise or accept a settlement proposal, or any admissions made by any party in the course of the mediation.
3. No party will subpoena, or otherwise require, the mediator to testify about any spoken or written information disclosed as part of the mediation, or to produce any documents or notes made or exchanged as part of the mediation.
4. The mediator is a neutral, independent contractor and will not act as legal counsel for any party.
5. The mediator may speak with any party privately as part of the mediation. The mediator may disclose any information provided by any party to any other party, unless the party disclosing the information requests that the information be kept confidential.
6. Each party will attend the mediation, individually or through a duly authorized representative, and will have full authority to settle.
7. Each party will provide the mediator with a pre-mediation summary of the dispute, or will make themselves available for pre-mediation discussions, as recommended by the mediator.
8. The mediator may terminate the mediation at any time. Any party may also withdraw from the mediation, subject to the party's obligations under this agreement and any applicable Notice to Mediate Regulations.

- 9. The parties and their counsel are responsible for the substantive content of the settlement agreement, and for the preparation and exchange of all documentation necessary to conclude the dispute.
- 10. The costs of the mediation will be paid for equally by all parties attending the mediation, unless all parties agree otherwise in writing. The parties and their counsel will be jointly and severally responsible for payment of the mediator’s account, regardless of any agreement between the parties.
- 11. The costs of the mediation will include the mediator’s fees for the pre-mediation and mediation services, the rental of the mediation room, any catering costs, and taxes.
- 12. The parties agree to schedule the mediation for a sufficient amount of time, as recommended by the mediator.
- 13. If the mediation is cancelled within 48 hours of the scheduled mediation, the parties and their counsel will be responsible for all cancellation fees.
- 14. The mediation will take place at the following time and date, and at the following location, as agreed to by all parties:
_____.
- 15. The mediator will not be liable to the parties or their counsel for any matter relating to the mediation, and the parties and their counsel release the mediator fully from any such liability, and also indemnify the mediator for all costs relating to the mediation.

DATED at _____, BC on _____, 2013

SUSAN SMITH, MEDIATOR

Signature of Plaintiff/Claimant

Signature of Plaintiff/Claimant’s Counsel

Signature of Defendant

Signature of Defendant’s Counsel

Signature of Third Party

Signature of Third Party’s Counsel

Signature of Participant

Signature of Participant

Signature of Participant

Signature of Participant