

McCLELLAND MEDIATION SERVICES

Regis M. McClelland, Esquire
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310 Grant Street, Suite 720
Pittsburgh, PA 15219
412.391.7343

AGREEMENT TO MEDIATE

The undersigned, on behalf of their respective participating parties, hereby agree to have contracted for mediation services provided by Regis M. McClelland, Esquire and McClelland Mediation Services in accordance with the following terms:

I. PARTIES

Plaintiff(s):	Defendant(s):

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

II. AGREEMENT

All attorneys and parties recognize that mediation is a voluntary process, and that the mediator is not a judge nor has any authority to impose a settlement.

III. FEES

Fees will be charged at a rate of \$500/hour for pre-mediation and post-mediation session services. Mediation session - \$500/hour pro-rated per participating party unless otherwise agreed upon in writing in advance. **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 remaining outstanding after 30 days. A fee may be imposed for late-notice rescheduling and/or cancellation, depending on the circumstances.

IV. 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.

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

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mediation process. 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. The Mediator has no authority to force a settlement on the parties and is not a judge.

V. CONFIDENTIALITY

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.

AGREED to this _____ day of _____, 20____.

Plaintiff / Representative

Defendant / Representative

Attorney for the Plaintiff(s)

Attorney for the Defendant(s)

Representative for the Plaintiff(s)

Representative for the Defendant(s)

Regis M. McClelland, Esquire
Mediator