

AGREEMENT TO MEDIATE

1. THIS AGREEMENT is entered into by and between Camrud, Maddock, Olson & Larson, Ltd. (hereinafter called "CMO&L"), and the undersigned parties, persons, and entities this _____ day of August, 2018.
2. The signatories to this Agreement seek to resolve their dispute through mediation and have jointly requested a Mediator to provide a neutral third party to facilitate their settlement negotiations.
 - 2.1 Mediation is a process in which a nonjudicial neutral mediator facilitates communication between parties to assist the parties in reaching voluntary decisions related to their dispute.
3. It is agreed and understood that the Mediator does not act as advocate, representative, fiduciary or counsel for any party and has no authority to make any binding decisions or recommendations or to compel the making of any agreement or the granting of any concession.
4. Non-Binding Mediation processes are not open to the public except with the consent of all parties.
5. It is understood and agreed that Mediation is a voluntary process and any parties to the controversy or signatories to this Agreement are free at any time to terminate their participation therein upon notice to the Mediator.
6. The parties acknowledge that prior to the commencement of the Mediation they were provided with a statement of the qualifications of the Mediator assigned to the controversy, which statement includes a description of his or her education, background, and relevant training and experience in mediation.
7. The parties agree to pay CMO&L \$325.00 per hour for mediation conferences and outside preparation time. The fees will be borne equally by the parties.
 - 7.1 If a party fails to pay for the neutral, the court may, upon motion, issue an order for the payment of such costs and impose appropriate sanctions.
 - 7.2 In the event that the parties do not pay Mediator's fees, the lawyer or law firm that retained Mediator shall be responsible for and shall pay their respective client's portion of Mediator's fees.

8. The parties acknowledge that they have been advised that any communication, verbal or written, or any document produced in a mediation process is confidential and inadmissible as evidence in any proceeding unless disclosure is required by law.
 - 8.1 Notes, records, and recollections of the Mediator are confidential, which means they shall not be disclosed to the parties, the public, or anyone else besides the Mediator, unless:
 - 1.) all parties and the Mediator agree to such disclosure; or
 - 2.) required by law or other applicable professional codes.

No record shall be made without the agreement of both parties, except for a memorandum of issues that are resolved.
9. It is further understood and agreed that the mediation constitutes settlement discussions under the applicable rules of evidence, and further agree that nothing said or disclosed during mediation, nor any document produced in mediation which is not otherwise discoverable shall be admissible as evidence or for impeachment or other purposes in any judicial proceedings.
10. No party or other signatory to this Agreement will call or subpoena the Mediator to produce any notes or documents related to the mediation or to testify regarding any notes or documents or the Mediator's thoughts or impressions, in any civil action, arbitration, or other legal or administrative proceedings of any kind whatsoever. If so called or subpoenaed by anyone, the Mediator will refuse to so testify and to produce such notes or documents. Should any party or other signatory to this Agreement attempt to compel such testimony or production, such party or signatory shall be liable for and shall indemnify the Mediator against any liabilities, costs or expenses, including reasonable attorney's fees, which the Mediator may incur in resisting such compulsion.
11. Parties and their counsel may communicate ex parte with the Mediator in non-adjudicative ADR processes with the consent of the Mediator, so long as the communication encourages or facilitates settlement.
12. All sections in this agreement are in accordance with, and pursuant to Minnesota Rules of Practice for the District Courts Rule 114 and North Dakota Supreme Court Rule 8.8.

Dated: _____

Scott Jensen, Mediator

Dated: _____

Dated: _____

Dated: _____

Dated: _____
