

# LEGAL OPTIONS

ALTERNATIVE DISPUTE RESOLUTION SERVICES  
233 NEEDHAM STREET  
NEWTON, MA 02464-1502

## MEDIATION AGREEMENT

In the Matter of:

WHEREAS, the undersigned “party”, through their counsel or representatives, has retained Legal Options, Inc. to provide mediation services for the purpose of assisting them in their effort to resolve an existing dispute upon mutually acceptable terms and conditions, said party agrees as follows:

1. The party agrees to the selection of Geoffrey B. White, Esq. as “mediator” to structure, monitor and facilitate their negotiations through a voluntary, non-binding process of mediation. The party shall compensate Legal Options, Inc. for each session of mediation at the rate of \$750.00 per half day (up to four hours) or \$1,500.00 per party per full day (up to eight hours). The party shall compensate Legal Options, Inc. at the rate of \$150.00 per hour for time spent by the mediator in excess of the scheduled half or full day session. Any party may withdraw from the mediation at any time and for any reason. However, once a session has begun, all fees become non-refundable. No refund shall apply in the event that Legal Options, Inc. does not receive notice at least seven days in advance of any scheduled session. No additional fees shall apply to the re-scheduling of any matter.
2. The party agrees to ensure that the mediation session is attended by the person or persons who have full and adequate authority to enter into a binding settlement agreement. In the event that any such person necessary for full settlement authority cannot be present, the mediation session may proceed only if such person can be reached by telephone at any time during the mediation. Otherwise, the mediator may elect to postpone the mediation session, in which case a postponement fee in the amount of \$750.00 will be charged to the responsible party.
3. The party agrees and acknowledges that: (a) all memoranda and other work product prepared by the mediator and the mediator’s case files shall be confidential and not subject to disclosure in any judicial or administrative proceeding involving any of the parties, and (b) any communication made in the course of and relating to the subject matter of the mediation and which is made in the presence of the mediator by any participant, mediator or other person shall be a confidential communication and not subject to disclosure in any judicial or administrative proceeding. The party further agrees not to subpoena or call as a witness the mediator in any judicial or administrative proceeding related to their dispute.
4. The party acknowledges the mediator’s role as a neutral and impartial third party whose function in the mediation process is to facilitate their settlement negotiations through procedures which assist all parties in identifying their respective interests and goals, exploring options and alternatives for settlement and assessing the strengths and weaknesses of their respective legal positions and risks at trial. The party further acknowledges that the mediator is not acting in his capacity as an attorney and is not undertaking to provide legal advice to any party.
5. Unless otherwise agreed, the undersigned party or representative agrees to compensate Legal Options, Inc. pursuant to the terms above and furthermore acknowledges their authority to do so.

\_\_\_\_\_  
Party/Representative  
for

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Options, Inc.  
Geoffrey B. White, President

\_\_\_\_\_  
Date