

FRONTIER MEDIATION SERVICES

Est. 2015

Troy A. Ukasick, Esq.
(970) 218-3080
troy@frontiermediation.com

(970) 663-3336
www.frontiermediation.com

Jana Ukasick, Billing/Scheduling
(970) 420-7447
jana@frontiermediation.com

AGREEMENT TO MEDIATE

"Mediation" is the process in which an independent, impartial, trained, neutral third party, or mediator, facilitates the resolution of a dispute by assisting parties in reaching a voluntary agreement. A mediator facilitates communication, promotes understanding, focuses the parties on their interests, and assists them in developing options to make informed decisions. A mediator does not have authority to make decisions for or impose a settlement on the parties.

This is an agreement between the undersigned parties and their undersigned counsel and Frontier Mediation Services (Troy Ukasick, mediator). The parties and their counsel agree to enter into mediation with Frontier Mediation Services (Troy Ukasick, mediator) with the intention of reaching a voluntary settlement of their dispute, and agree as follows:

1. As a mediator, Troy Ukasick is a neutral facilitator who will assist the parties and counsel to reach their own settlement. The mediator will not offer legal advice or counsel, and he does not enter into an attorney-client relationship with any party involved in this mediation. He will endeavor to be fair, diligent and impartial and avoid conduct that gives the appearance of impartiality. The mediator will rely on and encourage the parties to reach a voluntary, informed agreement.
2. All written and oral communications, negotiations, and statements made in the course of the mediation are deemed to be privileged settlement discussions and are confidential pursuant to applicable statutes and court rules. Each party, counsel, and insurer agrees to participate in the mediation in good faith and to dedicate themselves to the principle of compromise. The parties and counsel agree not to request, move to compel, or subpoena the mediator to testify in any manner in any proceeding on any issue dealing with the mediation and waive any right to compel testimony from the mediator. If a party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for the expenses he incurs in such action (including attorney's fees) plus the mediator's rate per hour for the time that is taken by this matter.
3. The mediator will not reveal anything discussed in mediation to anyone without the permission of both parties, except and unless required by law to disclose information or ordered by a Court of competent jurisdiction to disclose information.
4. The parties agree not to subpoena or demand the production of any record, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to demand these documents, that right is hereby waived. If, at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for the expenses he incurs in such action (including attorney's fees) plus the

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mediator's rate per hour for the time that is taken by this matter. The exception to the above is that this Agreement to Mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding unless the parties have an agreement to the contrary.

- 5. While parties usually intend to continue with mediation until a settlement is reached, it is understood that any party may withdraw from mediation at any time. If the mediator determines that it is not possible to resolve the issues through mediation, the mediation may be recessed, terminated, or continued.
- 6. When an agreement is reached, the mediator will draft a memorandum of understanding setting forth the agreement to be signed by all parties and insurers. Generally, the mediator only provides a written confirmation of the basic agreed upon terms, leaving it to the parties to prepare the formal settlement agreement and release of claims.
- 7. The parties and their counsel jointly and severally agree to pay the mediator's fees as set forth in the Mediation Fee Schedule incorporated herein by reference. Payment for mediation services is due within 14 days of session scheduling confirmation.

WE HAVE READ, UNDERSTAND AND AGREE TO EACH PROVISION OF THIS AGREEMENT TO MEDIATE.

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_____ Troy Ukasick, Mediator	_____ Date
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