

Mediation Partners of New England
Mediator: Susanna Schweizer
PO Box 320
Grantham, New Hampshire 03753

Agreement to Mediate

The purpose of this form is to review key points about this mediation service so that there is clarity in what to expect, what roles you and the mediator have, the scope of confidentiality surrounding the meeting(s), and the likely output.

Key Points to Understand this Mediation Service

1. Mediation is voluntary and confidential.
2. Mediation is a guided discussion focusing on the concerns that brought each of you here. Though the flow of mediation can vary, the meeting begins with identifying and understanding your concerns and then exploring alternatives to go forward. Mediation can end with an agreement between each of you that will be written up by the mediator for your future reference. Sometimes mediations do not end with an agreement and your choice is to agree to disagree, though with a better understanding.
3. The mediator's role is to guide the discussion. Mediators do not judge, evaluate, or make a decision. The mediator will organize and guide the discussion and the conclusions will be proposed and shaped jointly by you. Your role is to honestly and actively participate in the discussion, share pertinent information, and seek steps that will address both your concerns. It is understood that if there is not full disclosure, any agreements made in mediation may be set aside.
4. The mediator treats all information as confidential and any working notes are destroyed. You as the participants of the discussion agree not to call the mediator as a witness in any legal or administrative proceeding concerning the resolution of your issues. You also agree not to subpoena or call for the production of records, notes, or work product of the mediator in any legal or administrative proceeding that arises before, during, or after the mediation of your issues. If the mediator is called upon to testify or supply information from the mediation, the client assumes responsibility for any and all legal fees the mediator incurs related to the request.
5. If needed, you are encouraged to seek professional legal advice. The mediator does not offer legal advice.
6. The mediator reserves the right to discuss the case with professional colleagues but identity of parties will be fully protected.

I have read, understand and agree to each of the items of this agreement.

Signed _____
Date _____

Signed _____
Date _____