

AGREEMENT FOR MEDIATION SERVICES

The undersigned parties and their representatives/attorneys/insurers hereby agree to have mediation services provided by Harry M. Paras, Esquire, in the case of _____, and agree to be bound in accordance with the following terms:

Mediation Services: All parties recognize that mediation is a voluntary settlement process and that the mediator is not a judge and has no authority to impose a settlement on the parties.

Fees: Fees will be charged as set forth below:

Two Party Mediation - \$225.00 per hour per participating party
Three Party Mediation - \$150.00 per hour per participating party
Four Party Mediation - \$125.00 per hour per participating party
Five Party Mediation - \$100.00 per hour per participating party
Travel Time \$150.00 per hour
NO CANCELLATION FEES

Consulting with Attorneys: During or between mediation sessions and before finalizing an agreement, participants are encouraged to consult with attorneys regarding their legal rights and obligations. The parties recognize that the mediator is not giving legal advice or counsel or analyzing any party's legal rights.

Caucuses: The mediator may hold brief sessions with each party individually. The "caucuses" are designed to improve the mediator's understanding of the participants' positions. Information gained through a private session is confidential unless the participant agrees to permit the mediator to disclose any confidential information.

Confidentiality: The parties and their representatives/attorneys/insurers recognize that, pursuant to Act 3 of 1996, mediation communications and mediation documents are privileged and their disclosure may not be required or compelled through any process and are not admissible in any proceeding except as provided in Act 3. The parties stipulate and agree that they will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceedings.

Payment - The parties agree to pay the mediator's fees within thirty (30) days of receipt of Mediator's invoice.

AGREED to this ____ day of _____, 2018.

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Mediator - Harry M. Paras, Esquire

MEDIATION MEMORANDUM *

AND NOW, this ____ day of _____, 2018, come the parties
aforementioned, and agree to a settlement in the amount of \$ _____.

ADDITIONAL TERMS

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Mediator, Harry M. Paras, Esquire

* This Mediation Memorandum is not a release and it is not intended to be a release or substitute for a release. The parties to this case will prepare the release and/or other necessary case-concluding documents.