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AGREEMENT TO CO-MEDIATE

This is an agreement by the Parties to participate in a co-mediation involving _____ and _____. The Parties understand that co-mediation is a voluntary process, which may be terminated at any time.

The Parties and, if they desire, their representative and/ or attorneys, are invited to attend a co-mediation session. No one else may attend without the permission of the Parties and the consent of the Co-Mediator(s).

The Co-Mediator(s) will not function as the representative of either party. However, the Co-Mediator(s) may assist the Parties in understanding their rights and the terms of any proposed settlement agreement. Each Party acknowledges being advised of the Party's right to seek independent legal review prior to signing any settlement agreement.

The Parties acknowledge all discussions, representations and statements made at co-mediation shall be non-disclosable as settlement negotiations, and all statements by any person, Party, or representative of a Party, are protected by and subject to the exclusion provisions of the Massachusetts Rules of Evidence, the Federal Rules of Evidence and similar rules of exclusion recognized by any State in the United States.

The Parties acknowledge that all statements made by any person, Party, representative of a Party, or the Co-Mediator, relevant and material to the co-mediation process are absolutely privileged and shall not be alleged in any action for defamation.

The Parties acknowledge that the Co-Mediator(s) possesses the discretion to terminate the co-mediation at any time if an impasse occurs or the case is deemed inappropriate for co-mediation.

The Parties recognize that co-mediation is a confidential process and agree to abide by terms of the Confidentiality Agreement.

The Parties understand and agree that the Co-Mediator is to be paid a retainer of \$2,000 at least one (1) business day before the scheduled Co-Mediation, the respective proportionate contribution of the parties to be specified in advance, and that the Co-Mediators collectively charge \$200 per hour against the retainer and for any additional hours of service. If any of the retainer remains unbilled it will be returned to the Parties

in proportion to their prior specified contributions. Unless otherwise agreed to by the Parties in writing, for administrative purposes of the Co-Mediator(s), each Party is responsible for payment of one-half (1/2) of the total mediation fee. However, nothing in this agreement prevents the Co-Mediator(s) from collecting the mediation fee in its entirety from the Parties jointly or severally.

Agreed this day _____ of _____, 200_.

Party

Party

Party's Representative (if applicable)

Party's Representative (if applicable)