

Agreement to Mediate

The undersigned party or parties, and their counsel, if any, agree to mediate disputes identified below with Rob Fields as their mediator. The parties agree they will attend the mediation and the mediation will be governed by N.C. G.S. §§7A-38.1, 7A-38.3B, 7A-38.3D, 7A-38.3E, or 7A-38.3F, as applicable and the Rules of the North Carolina Supreme Court implementing mediated settlement conferences. To the extent none of these statutes expressly apply, the parties agree that §7A-38.1 and corresponding Rules govern this mediation.

The mediation will occur at a time and location agreed upon by the parties or as selected by the mediator, if no agreement. The parties agree that statements made and conduct occurring during the mediation shall not be admissible in any proceeding on disputes addressed in the mediation. Otherwise discoverable evidence shall not be inadmissible merely because it is presented or discussed during the mediation.

Unless agreed differently, the parties will share the costs and expenses of the mediator pro rata. These amounts are due and payable at the end of each mediation session. The mediator shall be paid an administrative fee of \$200 plus \$200 per hour for mediation services, including travel time to the extent permitted by law. The parties will not call or seek to compel the mediator to testify. In the event the mediator is called, summoned or compelled to testify, the parties seeking such testimony shall compensate the mediator \$300 per hour for all time responding (including opposition) to any subpoena or request for testimony, for travel, for preparation, and for attendance in court including any time waiting or testifying and for all expenses incidental thereto. The parties agree the mediator may seek judicial relief in any action between the parties or by separate action to enforce this agreement as if the mediation were court ordered and agree to use of judicial powers of mandatory injunction, specific performance, and contempt, in addition to any other available remedies, for any failure to perform under this agreement.

This agreement may be signed in counterparts with all or any one of them binding the executing parties.

Matter to Be Mediated: _____.

This the ___ day of _____, 201__ at _____.

	By:		
Print Name of Party		Signature	Email

	By:		
Print Name of Party		Signature	Email

	By:		
Print Name of Party		Signature	Email