

AGREEMENT TO MEDIATE

THIS AGREEMENT is entered into by and between **PETER M. WILLIAMSON** (hereinafter "Mediator"), and the undersigned this _____ day of _____, 2017.

1. Parties. Some signatories to this Agreement are parties and representatives of parties are engaged in a dispute concerning certain matters identified as _____ (hereinafter called "the controversy" or "the dispute"). They wish to resolve the dispute in a cooperative fashion through mediation. The parties further wish to promote communication among themselves to achieve a resolution of their dispute and for that purpose have engaged the mediation services of the Mediator to act as a neutral third party to facilitate their settlement negotiations, in accordance with the fee schedule set forth below.

2. Mediator. It is understood that mediation is a voluntary process and that the Mediator does not act as advocate or representative for any party, and has no formal authority to make any binding decisions. It is agreed and understood that no attorney-client relationship exists between the Mediator and the parties, and that the Mediator is not providing legal services to any of the parties.

3. Attendance. It is agreed and understood that each party is required to have in attendance at the mediation such person(s) (including insurance carrier representatives, if applicable) with full authority to settle the dispute, unless otherwise agreed to by the Mediator and all parties prior to the mediation. Mediator's consent to allowing the person with full authority not to attend the mediation is conditioned upon the Mediator being able to speak directly to the person with authority in their counsel's presence during the mediation process.

4. Private. It is understood that the mediation is private and is reserved for the parties and their representatives. Other persons may attend only with the permission of all of the parties and with the consent of the Mediator.

5. Before the Mediation.

Briefs: These may be either confidential or shared, and may be in letter, email or other electronic form. Please send them either by mail or email (paperless is preferred) so that they are **received by** _____. If there are voluminous records to review, please notify me in advance to discuss them, so that additional review time may be included.

Pre-Mediation Discussions: Pre-mediation communications (telephonically or via email) are conducted with each counsel. Please notify us of your pre-mediation availability for these discussions, or simply contact me by telephone at (843) 796-1098 or on my cell phone at (310) 266-1641. You may also contact me at pmw@scmediationcenter.com.

6. Fees and Costs. This mediation is being conducted at the rate of \$ _____ divided equally among the parties, unless the parties agree otherwise. We have reserved _____ hours for the mediation. If the session goes beyond the scheduled time, you will be invoiced at the above hourly rate. **Payment by each side, payable to "South Carolina Mediation Center" of _____ share of _____ must be received no later than _____.** Fees are the responsibility of the reserving attorney or firm, unless agreed otherwise.

7. Cancellation Charge. The mediator reserves the right to charge the parties for two hours time if the mediation is cancelled without 48-hours advance notice. No cancellation fee is made if the case is settled.

8. Travel. No travel charge will be made for mediations in South Carolina. For mediations held outside South Carolina, travel at the Mediator's normal hourly/daily rate and expenses will be charged.

9. Caucus. It is agreed and understood that the Mediator may meet and consult privately with any party or parties and/or their counsel during the mediation. Confidential information disclosed to the Mediator by parties, their counsel or by the witnesses in the course of the mediation shall not be divulged by the Mediator without the consent of the disclosing party.

10. Confidential and Privileged. Pursuant to South Carolina ADR Rule 8, communications during the mediation shall be confidential and nothing said or disclosed during mediation, nor any document produced in mediation which is not otherwise discoverable shall be admissible as evidence or for impeachment or other purposes in any civil action, arbitration or other legal or administrative proceedings. Any documents or statements made by any party shall be considered confidential. This entire mediation is subject to the South Carolina ADR rules on mediation which provide for privilege and confidentiality.

11. Liability. The Mediator shall not be liable to any party or person for any act or omission in connection with any mediation conducted under this Agreement.

12. Mediator Cannot be Compelled to Be A Witness. Pursuant to South Carolina ADR Rule 8(e), no party or other signatory to this Agreement will call or subpoena the mediator to produce any notes or documents related to the Mediation or to testify regarding any notes, records, reports or any other documents received by the Mediator or reflecting the Mediator's thoughts or impressions, in any civil action, arbitration or other legal or administrative proceedings of any kind whatsoever. If so called or subpoenaed by anyone, the Mediator will refuse to so testify and to produce such notes or documents. Should any party or other signatory to this Agreement attempt to compel such testimony or production, such party or signatory shall be liable for and shall indemnify the Mediator against any liabilities, costs or expenses, including reasonable attorneys' fees, which the Mediator may incur in resisting such compulsion.

13. Agreement to Settle. If an agreement to settle is reached, the parties agree that it will be binding and in writing.

Please sign and return by email or mail the signature page of this Agreement to Mediate. By signing below, you are indicating that you have read the terms contained herein, and that you also agree to them on behalf of your clients/principals. This Agreement may be executed in counterpart.

DATE: _____
NAME (printed) _____ SIGNATURE _____