

AGREEMENT TO MEDIATE

The Parties have agreed to mediate the _____ case with Delius Law Firm, P.C., with Scott Delius acting as the neutral mediator (“Neutral”). By attending the mediation remotely, virtually, or in-person, the parties (defined as anyone attending the mediation) agree to the following:

1.

The Neutral and all Parties shall keep all mediation communications strictly confidential unless expressly waived.

2.

The Parties, by participating in the mediation, expressly agree not to call the Neutral as a witness to any proceeding related to this or any other matter. They further agree not to subpoena the Neutral or seek discovery of any materials or information divulged to him. To the extent that the law allows such discovery, the Parties, their agents, representatives, and attorneys expressly waive those rights.

3.

Any party seeking to subpoena the Neutral or serving him with any discovery concerning this or any other matter shall be liable for all attorney’s fees that the Neutral must expend to hire an attorney (at no less than \$1000.00 per hour), actual airline travel expenses/hotel travel costs (for the Neutrals and his attorneys), and lost professional time (at \$1000.00 per hour to the Neutral) spent defending against any such efforts. By attending the mediation, all parties expressly agree to these fees and expenses.

4.

The Parties understand and agree that any allegations of child abuse, fraud, or planning of a future crime is not confidential and the Neutral must disclose such information to the proper authorities.

5.

The Parties understand and agree that the Neutral will not provide legal advice to anyone and that all parties will participate in good faith to facilitate an agreement.

6.

The Parties acknowledge that the Neutral's fees and travel expenses are posted on his website at <https://deliuslaw.com/mediation-services/> and that every mediation, whether remote, virtual, or in- person, shall be billed at a four (4) hour minimum. **This means that any mediation that requires less than four hours to complete will still be billed to all parties at a minimum of four hours.**

7.

All Parties specifically agree and acknowledge that neither Delius Law Firm, P.C. nor Scott Delius shall be liable to any Party or anyone for any alleged act or omission related in any way to any mediation and all Parties specifically waive all rights to make any such claims.

8.

All Parties specifically agree to pay their share of mediation fees unless they agree to make other arrangements (for example, one party can agree to pay the entire mediation fee). The Fee and Expenses Schedule listed at <https://deliuslaw.com/mediation-services/> is specifically incorporated and made a part of this agreement.

9.

Payment is due and expected upon receipt of the invoice. Payment is NOT contingent on the settlement of this case. It is also NOT contingent on any Party's client providing funds to satisfy the invoice. **If a Party is represented by an attorney, the attorney is responsible for payment.** Payment is NOT contingent on any insurance company providing funds to any attorney.

