



Agreement to Mediate

We, the undersigned parties, agree to mediate the case entitled _____ in accordance with the following terms:

MEDIATION SERVICES: The mediation will be administered by Burdin Mediations pursuant to Section 154.001 et seq. of the Texas Practice & Remedies Code. All parties agree that the mediator may not impose his own judgment or decide any issue for the parties, but will attempt to facilitate a voluntary resolution of the dispute by the parties.

MEDIATOR: The parties agree that _____ will be the mediator. The parties recognize that the mediator is an independent contractor and not an agent or employee of Burdin Mediations. The mediator warrants that he has no financial or personal interest in the result of the mediation and that he will act as an impartial facilitator toward resolution of the dispute.

FEES: Fees for the mediation service will be charged as indicated in the scheduling letter. The mediation fee shall be paid in advance of the mediation and the parties agree that mediation fees shall be taxed as costs.

AUTHORITY OF REPRESENTATIVES: All parties or their designated party representative(s) shall have authority to negotiate and settled the dispute, however, it is understood that no party is required to negotiate against their will. The parties understand that the Mediator will use every effort to facilitate the negotiations of the parties. The parties understand that the Mediator does not warrant or represent that a settlement will result from the mediation process.

CONFIDENTIALITY: The parties recognize that the Mediator will conduct both joint meetings and separate meetings with the parties. Any confidential information disclosed to a mediator in the course of the mediation session shall not be divulged by the mediator. The parties recognize and agree that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible except to the extent allowed by law. The parties agree not to subpoena or otherwise require the Mediator to testify or produce records, notes, or testimony in any future proceeding.

LEGAL ADVICE: The parties recognize that neither the Mediator nor Burdin Mediations will provide legal advice for any party or participant in the mediation process. The parties have the right, and are encouraged, to consult with legal counsel regarding their rights and obligations.

TERMINATION OF MEDIATION: The parties agree that the mediation shall be terminated: (a) by the execution of a Settlement Agreement by the parties, **AND EACH PARTY SHOULD HAVE THE SETTLEMENT AGREEMENT REVIEWED BY THEIR OWN COUNSEL BEFORE EXECUTING THE SETTLEMENT AGREEMENT;** (b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or, (c) after completion of one full mediation session, any party declares that the mediation proceedings are terminated and there is no further mutual agreement among the parties to continue with additional efforts at mediation.

DATED THIS _____ DAY OF _____, 20_____.

