

[style]

**MEDIATION AGREEMENT PURSUANT TO ORDER
OF SUPERIOR COURT OF GLYNN COUNTY**

This is an agreement between **Parties**, (hereinafter referred to as “the parties”), their representatives and **TAYLOR, ODACHOWSKI, SCHMIDT & CROSSLAND, LLC (“TOSC”)**, represented by _____, Mediator. Parties have agreed to enter into mediation with **TOSC** with the intention of reaching a consensual settlement of their dispute.

1. Mediation differs from litigation in that the parties, with the assistance of the mediator, reach their own agreement. The mediator will not make decisions for the parties. The mediator will lead the negotiations in assisting the parties to reach a decision which is acceptable to all.
2. The parties and their representatives understand that the purpose of the mediation is to attempt to find a mutually acceptable resolution of the dispute through cooperative attempts to solve the problems that presently separate them. To achieve a mutually acceptable resolution, the mediator, the parties and their counsel will work to ensure that each party understands the facts asserted and the contentions of all parties.
3. All such communications by the parties shall be treated as strictly confidential by the mediator, by the parties and their representatives. The mediator will not disclose any information learned during the mediation session without the express permission of the parties. Confidential information discussed in a private meeting (caucus) with one party will not be divulged to the other party without the express consent of the party making the disclosure.
4. In order to maintain confidentiality, the parties and their representatives by this agreement, agree not to call the mediator as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials in the mediator’s possession developed for or in the course of the mediation. To the extent that the law permits such discovery from the mediator, the parties hereby waive their rights thereto.
5. It is expressly understood by the parties and their representatives that the mediator does not offer legal advice in this mediation, and is not functioning as an attorney whether or not the mediator is, in fact, an attorney. In this mediation, the mediator’s role is to aid the parties in seeking a fair agreement in accordance with their respective interests. The construction of a proposed agreement and any question of law should be referred by the parties to their own legal counsel.
6. There will be times when the mediator feels a “caucus” is needed. This is when the mediator will meet with each party separately for clarification of issues. The caucus is the only time during the mediation process that information could be confidential between the parties. Information will not be shared unless permission of that party is obtained.

