

WECHSLER BECKER, LLP

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AGREEMENT TO MEDIATE

In consideration of receiving mediation services from Michael W. Loudon, I enter into this mediation in good faith. I will cooperate with the mediator and sincerely attempt to resolve the disputes in a manner that addresses the needs of the parties.

Any agreements reached in this mediation are voluntary. I understand that mediation can be difficult and stressful, but that I am not compelled to settle my case. I can terminate the mediation at any point in the proceedings.

I accept the mediator in the role of an impartial third party to facilitate reaching agreement. The mediator will not advocate for any party, not act as a judge or attorney, nor provide legal advice. It is the responsibility of each party to obtain legal advice from someone other than the mediator.

All statements made and writings submitted in preparation for and during the mediation, except a settlement agreement, will be privileged and confidential. Preexisting tangible evidence and discoverable written materials submitted in the mediation do not become privileged or confidential by being used in this mediation and may be subject to discovery. The mediator may discard all submissions at the conclusion of the mediation.

I agree not to subpoena the mediator to testify or produce records, documents, notes or work product in any future judicial or administrative proceedings. I agree to hold Wechsler Becker, LLP and Michael W. Loudon and any of their representatives harmless from any claims or difficulties which might arise from the mediation process or any resulting agreement. I understand there is no guarantee of a successful agreement through engaging in mediation. The terms of the mediation agreement are the result of negotiation, and the responsibility of the parties, not the mediator.

The fee for the mediator's services is \$500 per hour for preparation and mediation time to be paid _____% by Petitioner and _____% by Respondent (50/50 if not specified). Advance payment of each party's share is required. Any balance owing is due and payable at the conclusion of this mediation session unless other arrangements are made. Each person signing this agreement agrees to be jointly and severally liable for the entire mediation fee, with any re-allocation to be worked out among the parties separately.

DATE: _____.

Michael W. Loudon, mediator

Petitioner's Attorney Print name

Respondent's Attorney Print name

Petitioner Print name

Respondent Print name