

AGREEMENT TO MEDIATE - Virtual Session **Still Waters Mediation, LLC**

Mediation is an opportunity for an enhanced conversation between the parties to a dispute. The mediator will enhance the conversation by reflecting what participants say, by summarizing the areas of agreement and difference, and by supporting participants' process of decision-making around process and outcome. Every aspect of the process is entirely voluntary for the participants throughout.

CONFIDENTIALITY AND ADMISSIBILITY

Although Minnesota law provides that all communications, documents, and work notes made in or made for use in mediation are privileged, the parties and the mediator further agree not to disclose or seek disclosure of any of this information. The parties agree not to call the mediator as a witness to any litigation that is any way related to the content of this mediation. The parties also agree not to seek production of any records, documents or notes relating to the content of this mediation. The parties also agree not to seek disclosure of information related to this mediation from any neutral expert retained for this mediation.

CONFIDENTIALITY OF MEDIATION SESSIONS

The Mediator will respect the confidentiality of the participants' communications, and the Participants agree they will:

- a. Not make a video or audio recording of a mediation session
- b. Not post this mediation session or information from this mediation on any social media
- c. Not have anyone listening in the room, in the vicinity of the room within hearing distance, or listening anywhere else using any electronic device
- d. Not have anyone participating in the mediation unless that person has signed this agreement

FEES

The fee for this service, including preliminary phone conversations and the joint meeting of up to four hours is \$1,000 (\$500 per side). If the parties choose to continue to work with the mediator beyond the scheduled four hours, the fee for that time will be \$200 per hour (\$100 per hour per party), and can be counted in 15-minute increments. The total fee is due at the end of the joint meeting. Credit cards, checks, Venmo, Zelle or cash are acceptable.

MEDIATOR’S ETHICAL OBLIGATIONS

The mediator is subject to The Minnesota Court Rules, Rules of General Practice Rule 114.13 (A) and is subject to the jurisdiction of the Minnesota Supreme Court’s ADR Ethics Board.

TERMINATION OF MEDIATION

Any party may withdraw from mediation at any time with or without cause. The mediator may terminate mediation at any time with or without cause.

EFFECT OF A SETTLEMENT AGREEMENT

By signing this Agreement to Mediate, the parties hereby acknowledge they have been advised in writing that: (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) no agreement reached in this process is binding unless it is put in writing, states that it is binding, and is signed by the parties (and their legal counsel, if they are represented) or put on the record and acknowledged under oath by the parties; (c) signing a settlement agreement may adversely affect the parties’ legal rights; and (d) the parties should consult an attorney before signing a settlement agreement if they are uncertain of their rights.

INDIVIDUAL MEETINGS

The parties may choose to have individual meetings with the mediator. The mediator will inform the other party(ies) when a private meeting has occurred, but he will not disclose any of the content of the meeting.

MEDIATOR’S CREDENTIALS

Molly Darsow is a qualified neutral under Rule 114 of the Minnesota Rules of General Practice for civil mediation. She received her B.A. from Hamline University, studying Conflict Studies through Hamline’s Dispute Resolution Institute. Molly earned a M.S. in Human Services and a M.S. Certificate in Addictions Counseling, holding a License in Alcohol and Drug Counseling through the State of MN until voluntarily retirement of that license in 2024. Molly has experience in group facilitation, individual counseling and family education circles. She is currently also licensed through the MN Board of Educators.

Signature

Date

Party

Party

Party

Party

Party

Party

Attorney

Attorney

Attorney

Attorney

Mediator
Still Waters Mediation, LLC