

Professor Ray D. Madoff
Boston College Law School
885 Centre Street
Newton, Massachusetts 02459



AGREEMENT TO MEDIATE

The undersigned parties voluntarily agree to participate in mediation, and to retain Ray D. Madoff to serve as the impartial mediator, under the following conditions:

1. The mediator's goal is to assist the parties in reaching a settlement that the parties believe to be reasonable under the circumstances. The mediator does not represent any party, will not provide legal advice or counsel, or make any decisions that are binding on the parties. The parties and their counsel, if any, make all decisions regarding the resolution of the dispute.
2. Mediation is a voluntary process and any party or the mediator may choose to withdraw from mediation at any time. The parties and the mediator agree to discuss any contemplated withdrawal.
3. The mediation sessions are private and shall not be recorded, either on tape or by a stenographer.
4. To encourage and protect the candid exchange of information and ideas, the mediation is a confidential proceeding. The parties understand that the mediator will maintain the confidentiality of the mediation. The parties agree not to seek to obtain the testimony of other parties or of the mediator or the disclosure of the mediator's files in conjunction with any court proceeding. If a party seeks such testimony or disclosure in contravention of this provision, that party will indemnify the mediator as to all costs in connection therewith, including attorney's fees, and will compensate the mediator for time spent, such compensation to be at the mediator's then current hourly rate.
5. The mediator shall not be liable to any party for any act or omission in connection with the administration and mediation of this dispute.
6. All parties necessary to the resolution of this case shall be present at the mediation. This means that people with knowledge of the dispute and people with the necessary authority to settle shall attend.
7. If the dispute is resolved, a written agreement shall be drafted and signed by the parties. If a suit or complaint is currently pending, plaintiff's/complainant's counsel shall be responsible for filing the necessary documents with the clerk of the appropriate court or agency, unless otherwise agreed upon.
8. The mediator's fee is \$700 per hour for all time spent in administration, preparation, and mediation of this dispute. Fees will be divided equally among the parties unless another arrangement has been agreed upon and the mediator has been notified in writing of the fee agreement among the parties. A retainer in the amount of \$15,000 (\$5,000 per party) shall be paid to Ray Madoff prior to the commencement of the mediation and upon execution of this contract, and any subsequent bills will be paid promptly.

9. Any changes in the terms of this agreement must be in writing and agreed to by all parties and the mediator.

10. All parties agree that any disputes arising out of the terms of this agreement that can not be resolved by direct negotiation shall be submitted to mediation with a mutually agreed upon mediator.

I have read the foregoing and agree to abide by the terms set forth herein.

_____/_____/_____
Name (Printed) Signature Date

Accepted _____
Ray D. Madoff

Date _____