

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

AGREEMENT TO MEDIATE

THIS AGREEMENT is entered into by and between Nancy Jo Thomason (Mediator"), and the undersigned persons, on _____

The undersigned seek to resolve their differences through mediation and have jointly requested the Mediator to act as a neutral third party to facilitate their settlement negotiations, and have agreed to the following:

1. That each party understands and agrees that mediation is a voluntary process and that the Mediator does not act as advocate, representative, fiduciary or counsel for any party, and has no formal coercive authority to make any binding decisions or recommendations or to compel the making of any agreement or the granting of any concession.
2. That the mediation is to be private and is reserved for the parties. Other persons may attend only with the permission of all the parties and with the consent of the Mediator.
3. That the Mediator may meet and consult privately with any party during the mediation and may otherwise conduct the mediation process in the manner she determines to be in the best interest of the mediation.
4. That the mediation constitutes "settlement discussions" under the applicable rules of evidence and nothing said or disclosed during mediation, nor any document produced in mediation which is not otherwise discoverable, shall be admissible as evidence or for impeachment or other purposes in any civil action, arbitration or other legal or administrative proceedings.
5. Unless a document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or a copy thereof, is admissible in evidence, and disclosure of any such document, shall not be compelled in any civil action in which pursuant to law, testimony can be compelled to be given.
6. Nothing in this Agreement to Mediate shall limit the admissibility of any particular evidence if all persons who conducted or otherwise participated in the Mediation consent to its disclosure.

7. That the Mediator shall not be liable to any party or person for any act or omission in connection with any mediation conducted under this Agreement.
8. That no party or other signatory to this Agreement will call or subpoena the Mediator to produce any notes or documents related to the mediation or to testify regarding any notes or documents or the Mediator's thoughts or impressions, in any civil action, arbitration or other legal or administrative proceedings of any kind whatsoever. If so called or subpoenaed by anyone, the Mediator will refuse to so testify and to produce such notes or documents. Should any party or other signatory to this Agreement attempt to compel such testimony or production, such party or signatory shall be liable for and shall indemnify the Mediator against any liabilities, costs or expenses, including reasonable attorney fees which the Mediator may incur in resisting such compulsion and shall pay the Mediator in addition her hourly rate then being charged for Family Court matters.
9. It is agreed and understood that no attorney-client relationship exists between the Mediator and the parties, and that the Mediator is not providing legal or financial advice. Parties not represented by counsel are urged to seek legal advice from an attorney and to obtain financial advice as needed from qualified professionals. The Parties agree that the mediator shall have no liability for any act or omission in connection with the mediation and release the mediator from any civil liability as a result of mediation.
10. It is agreed that where applicable, the Alternative Dispute Resolution Rules as adopted by the South Carolina Supreme Court in cases filed in this state shall apply to this process.
11. The Parties understand that the mediator charges \$200.00 an hour for mediation, including time spent reviewing documents, travel time, the preparation of a mediation memorandum, if requested, and actual time spent in mediation. The clients will be expected to equally share the fees unless arrangements are made in advance by the Parties that one will pay a disproportionate amount of the fee. At the conclusion of the mediation, a bill will be generated and unless otherwise agreed in writing, each party shall be required to pay his or her portion of the total at the conclusion of mediation.

12. In the event that any party fails to honor his or her financial obligations as set forth herein, the mediator reserves the right to seek compensation through the appropriate Court or look to such a party's lawyer as guarantee for his/her client's obligation on the outstanding balance.

Participant's Signature:

Date
