

AGREEMENT TO MEDIATE

We are willing to participate in a mediation process to attempt to settle our disputes(s) set forth in the lawsuit entitled _____

_____ Hennepin County District Court File No. _____ (“Lawsuit”).

We also agree to be bound by the following ground rules:

1. Duty to Meet. We will attend scheduled mediation conferences.
2. Good Faith. We will negotiate in good faith. We may refuse to disclose information, but may not give false information.
3. Mediator. The mediator does not represent any of us. The mediator has no duty to provide advice or information to anyone or to assure that anyone understands the problem or the consequences of his/her actions. The mediator’s role is to assist us in reaching a voluntary settlement of our dispute(s). The mediator has no duty to make sure that the settlement is fair or legal. We do not know of any information that would make us concerned about the fairness of the mediator.
4. Confidentiality. All discussions and statements made during the mediation will be privileged and confidential as settlement negotiations. No document produced in mediation or statement made in mediation may be later used in court if we do not settle, unless it could have been used in court anyway. The mediator will keep the mediation confidential.

We will not subpoena the mediator or any records or documents of the mediator in any civil action or proceedings of any kind. If so called or subpoenaed, the mediator may refuse to testify or produce the requested notes or documents. Anyone who attempts to compel such testimony or production will be liable for, and will reimburse the mediator for any liabilities, costs or expenses, including reasonable attorney’s fees, that the mediator may incur in resisting such compulsion.

5. Pro bono. The mediator is doing this mediation for free under a pro bono program.
6. Minnesota Civil Mediation Act. Pursuant to the requirements of the Minnesota Civil Mediation Act, the mediator hereby advises us that: (a) the mediator has no duty to protect our interests or provide us with information about our legal rights; (b) signing a mediated settlement agreement may adversely affect our legal rights; and (c) we should talk to an attorney before signing a mediated settlement agreement if we are uncertain of our rights.

We have reviewed Minn. Stat. § 572.35, a copy of which is attached.

- 7. Mediator’s qualifications. We have reviewed the written statement of the Mediator’s qualifications, a copy of which is attached.
- 8. Voluntary Acknowledgment. We and any attorneys representing us in the Lawsuit voluntarily sign this Agreement to Mediate and agree that we have read and understand it.

Dated: _____

Mediator

572.35. Effect of mediated settlement agreement

Subdivision 1. General. The effect of a mediated settlement agreement shall be determined under principles of law applicable to contract. A mediated settlement agreement is not binding unless:

(1) it contains a provision stating that it is binding and a provision stating substantially that We were advised in writing that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights; or

(2) We were otherwise advised of the conditions in clause (1).

Subd. 2. Debtor and creditor mediation. In addition to the requirements of subdivision 1, a mediated settlement agreement between a debtor and creditor is not binding until 72 hours after it is signed by the debtor and creditor, during which time either party may withdraw consent to the binding character of the agreement.