AGREEMENT TO MEDIATE

This is an agreement between	and	(hereafter
referred to as the parties) and Da	niel J. Baur, Mediator. The parties ha	ive entered into
mediation with Daniel J. Baur wit	th the intention of reaching a consens	ual settlement of their
dispute. The provisions of this ag	reement are as follows:	

- 1. We understand that the mediator is a neutral facilitator who will assist the parties to reach their own settlement. He will not make decisions about "right" or "wrong" or tell the parties what to do. We understand that the primary purpose of the mediator's services is to assist the parties to reach a mutually acceptable resolution of the dispute.
- 2. We understand that the mediator <u>does not</u> offer legal advice, nor does he provide legal counsel or representation. Each party is advised to consult his/her own attorney in order to be properly counseled about his/her legal interests, rights and obligations.
- 3. We understand that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations, and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential.
- a. The mediator will <u>not</u> reveal anything discussed in mediation to anyone without the permission of both parties and the mediator or as allowed or required by statute. It is understood that the mediator is <u>not</u> required to maintain confidentiality if he has reason to believe that a child is in need of protection, if either party is in danger of bodily harm or if he learns of the intent to commit a felony.
- b. The parties agree that they will not at any time, before, during, or after mediation, call the mediator or his staff or anyone else associated with him as witness in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator or his staff or anyone associated with him as witnesses, the right is hereby waived.
- c. The parties agree not to subpoena or demand the production of any record, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to demand these documents, that right is hereby waived.
- d. If, at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expenses he incurs in such an action (including attorney's fees) plus \$300.00 per hour for all the time that is taken by this matter.
- e. The exception to the above is that this Agreement to Mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so.
- 4. We understand that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and

documentation that would usually be available through the discovery process in a legal proceeding.

- 5. While both parties intend to continue with mediation until a settlement is reached, we understand that either or both parties may withdraw from mediation at any time. If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the parties.
- 6. When an agreement is reached, the mediator may, at the request of the parties, draft a Memorandum of Understanding. Each party is advised to review this with his/her own attorney before the agreement is placed in final form and signed. Mediation agreements are not legally binding until reduced to writing and signed. We acknowledge that our agreements may result in the waiver or compromise of our legal rights.

7. We grant p	permission for Daniel	J. Baur to talk with the fo ar	llowing attorneys,
representing We understand that t assist us in resolving	al his is for the purpose	bout the agreement we ar of enhancing the mediato	e working on in mediation. or's and attorneys' abilities to
mediator. This include hourly rate will be in agreement, the media	les drafting agreement effect for at least one y	ts, meetings with the part year, but after one year fr ediation rate that is in eff	
	ies need to cancel or re ce at least <u>two busines</u>	eschedule any appointme s <u>s days</u> in advance.	nts, they will give the
documents, notes or responsible for retain	memoranda that have		
We have read, und	lerstand and agree	to each of the provisi	ons of this agreement.
Signature	Date	Signature	Date
Daniel J. Baur, Media	ntor		

Daniel J. Baur, Mediator 545 Collyer St. Longmont, CO 80501 danieljbaur@gmail.com