

_____ COUNTY In the General Court of Justice Superior Court Division

VERSUS

**AGREEMENT TO CONDUCT
A MEDIATED SETTLEMENT
CONFERENCE**

The undersigned parties and their counsel agree to attend a mediated settlement conference and have retained **Peter T. Chenery** to serve as their mediator. The mediated settlement conference shall be conducted according to the terms outlined in the agreement below.

- I. The parties agree that the Mediator shall be paid an administrative fee of **\$150.00** and an hourly rate of **\$185.00** for mediation services. The Mediator’s fees shall be due at the end of the mediated settlement conference and shall be paid in equal parts by the parties, unless otherwise agreed upon.
- II. The mediated settlement conference shall begin on _____ at _____ and will take place at _____. The mediated settlement conference shall be conducted according to the provisions of NCGS 7A-38.1 and the Rules of the NC Supreme Court implementing mediated settlement conferences.
- III. The parties agree that all statements made and conduct occurring in the mediated settlement conference shall be inadmissible in any proceeding in the above captioned action or any subsequent actions on the same claims. However, no evidence otherwise discoverable shall be inadmissible merely because it is present or discussed in the mediated settlement conference.
- IV. The parties further agree not to call or compel the Mediator to testify in any civil proceedings about statements made or conduct occurring in the mediated settlement conference. In the event the Mediator is so called or compelled, the party calling the Mediator shall compensate the Mediator for all time spent responding to the issuance of a subpoena and traveling to, preparing for, and testifying as a result of that subpoena at the hourly rate of **\$185.00**.
- V. The parties may submit to the Mediator their written summaries of the facts and contentions with respect to the issues in the case. Summaries need not be submitted to opposing counsel nor placed in any court file that may exist. The parties agree that any information contained in summaries submitted to the mediator that is specified as confidential shall be kept in confidence by the Mediator.

By signing this agreement to mediate, the parties acknowledge that they have read and agree to the terms of the Agreement to Conduct a Mediation Settlement Conference as outlined above. Furthermore they also affirm that they have the authority to enter into and sign a binding written agreement to settle this dispute.

Signed on this the _____ day of _____ 20____.

For Plaintiff(s):

Name (Print): _____

Signature: _____

Company: _____

Address: _____

Phone: _____

Email: _____

For Defendant(s):

Name (Print): _____

Signature: _____

Company: _____

Address: _____

Phone: _____

Email: _____