



NASSAU COUNTY BAR ASSOCIATION

T: 516.747.4070
F: 516.747.4147

15th & West Streets
Mineola, NY 11501

info@nassaubar.org
www.nassaubar.org

Nassau County Bar Association Mediation and Arbitration Panels

AGREEMENT FOR MEDIATION

The undersigned Parties, having agreed to participate in mediation under the Mediation Rules of the Association, understand and agree:

1. Goal of Mediation: The Parties and their counsel, if any, agree to negotiate their dispute in good faith and to actively participate in searching for fair and workable options. The Mediator's goal is to help the Parties reach a settlement which the Parties feel is reasonable under the circumstances. The Mediator does not represent nor is an attorney for a Party, does not provide legal advice or counsel or make any decisions which are binding on the Parties. All decisions are made by the Parties and their counsel, if any.

2. Privacy, Confidentiality and Evidence: This entire mediation process is and will be viewed by the Parties as part of private and confidential settlement discussions intended to compromise disputed claims. The Parties agree that no audio, video, digital or visual recordings will be permitted or taken of or during the mediation process without the express written permission of the Parties and the Mediator. Any and all privileges and rules of evidence regarding the confidentiality of settlement discussions shall apply to all discussions, conduct occurring during the course of this mediation, and documents prepared for the purpose of or in the course of or pursuant to this mediation. As such, all offers, promises, conduct and statements, whether of the Mediator or Party or their respective agents, employees, consultants or counsel, are confidential. The Parties agree that any such offers, promises, conduct and statements are inadmissible in any pending or future legal action or arbitration for any purpose, including impeachment. Evidence of anything said or any admission made in the course of the mediation is not discoverable or admissible in evidence and disclosure of any such evidence shall not be compelled in any civil action or arbitration in which, pursuant to law, testimony can be compelled to be given. Likewise, no document prepared for the purpose of or in the course of or pursuant to the mediation or copy thereof is discoverable or admissible in evidence and disclosure of any such document shall not be compelled in any civil action or arbitration in which, pursuant to law, testimony can be compelled to be given. However, evidence that is otherwise admissible shall not be rendered inadmissible in any subsequent proceeding as a result of its use in connection with this mediation.

3. Mediator Notes: Any personal written record, including notes taken by the Mediator and any and all records and documents provided to the Mediator during the course of the mediation are not subject to discovery by the Parties to this Agreement or their successors and may, in the Mediator's sole discretion and judgment, be disposed of by the Mediator at any time.

4. Mediator Not To Be Called As Witness: The Parties agree that the Mediator shall not be called as a witness in any proceedings involving this matter. The Mediator shall have the same immunity as judges and arbitrators from suit for damages or equitable relief and from compulsory process to testify or produce evidence based on or concerning any action, conduct, statement or communication in, during or concerning the mediation conducted pursuant to this Agreement. The Parties agree that the Mediator is not a necessary party in any arbitral or judicial proceeding relating to the mediation or to the subject matter of the mediation and the Parties will not, under any circumstances, seek the Mediator's testimony concerning the mediation or to provide any materials from the mediation in any court proceeding between the Parties. The Parties agree that in the event any Party attempts to compel the Mediator's testimony in a court proceeding, that Party will be responsible for and shall pay the Mediator's costs in defending such an attempt, and shall pay for all time incurred by the Mediator in preparing for, traveling to and from and participating in any court proceeding at the Mediator's then customary hourly rate.

5. Mediator Called To Testify: The Parties agree that, in the event the Mediator is called to testify concerning matters relating to the mediation, the party seeking such testimony shall indemnify the Mediator for any attorneys' fees and expenses incurred by the Mediator in opposing or seeking to quash any subpoena or other judicial compulsion to testify or disclose information concerning same.

6. Mediator Not Liable: The Mediator shall not be liable to any Party for any act or omission in connection with the administration and mediation of this dispute or any subsequent court proceeding.

7. Necessary Parties: 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. Any exceptions to this rule shall be discussed with the Mediator. If a Party comes to a mediation session without the necessary authority to settle and/or a person, representative necessary to resolve the dispute, and without having attained the agreement of the other side, that Party shall pay the full cost of the scheduled session. If a Party postpones or cancels a mediation session, that Party shall be liable for the entire fee for that session to the extent permitted in the Rules.

8. Written Agreement: If the dispute is resolved, a written agreement shall be drafted and signed by the Parties and counsel, if any. If a legal or administrative proceeding is currently pending, plaintiff's or petitioner's counsel shall be responsible for filing the necessary papers with the clerk of the appropriate court or agency to dismiss, withdraw or settle the legal or administrative proceeding with prejudice.

9. Fees: The Mediator's fee is \$300.00 per hour for all time spent in administration, preparation, and mediation of the case. The fee shall be shared equally by the Parties, unless they agree to a different arrangement. If the \$1,800.00 deposit paid to the Nassau County Bar Association is exhausted and the Parties wish to continue the mediation, the Parties, or any of them, shall arrange for the delivery directly to the Mediator of an additional deposit, in a sum agreed upon between the Parties and the Mediator, for the Mediator's service beyond the initial six (6) hours.

10. Counterparts and Facsimile Signatures: This Agreement may be signed in counterparts and executed by the exchange of facsimile signatures which shall be deemed original signature

Dated: _____

PARTY 1

Print Name

Address: _____

Contact Number:

Signature of Party 1

PARTY 2

Print Name

Address: _____

Contact Number:

Signature of Party 2

ATTORNEY FOR PARTY 1

Print Firm Name

By – Print Name

Address: _____

Contact Number: _____

Email: _____

Signature of Attorney for Party 1

ATTORNEY FOR PARTY 2

Print Firm Name

By – Print Name

Address: _____

Contact Number: _____

Email: _____

Signature of Attorney for Party 2

If multiple parties, please add appropriate signature page(s).

Revised September 8, 2020