

Gordon Davis Johnson & Shane P.C.

ATTORNEYS AND COUNSELORS AT LAW

Michael J. Shane

LICENSED IN TEXAS AND NEW MEXICO

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Cause No.: _____

AGREEMENT TO MEDIATE

A. I request Michael J. Shane to provide mediation in the matter of (style of case):

B. The mediation session shall be between the hours of _____ and _____. (including periodic short breaks) on _____ in El Paso, Texas at the office of 4695 N. Mesa, Ste. 100.

C. I understand and agree that Michael J. Shane's fees for this mediation service shall be as follows: for professional mediation services \$500.00 per party for a scheduled half day mediation or \$1,000.00 per party for a scheduled full day mediation. If the mediation goes longer than scheduled, there will be an additional charge of \$125.00, per party, for each full or partial hour of mediation. The parties will also cover Michael J. Shane's travel costs if the mediation is outside EL Paso, Texas. All fees must be paid in advance with each party paying one-half of such fees unless the parties mutually agree otherwise.

1. I understand that if I cancel the mediation between now and a week before the scheduled date, 1/2 of the fee will be owed to Michael J. Shane.

2. I understand that if I cancel the mediation a week before the scheduled date the FULL fee will be owed to Michael J. Shane for preparation of documents

D. I understand that unless court ordered, my participation in mediation is voluntary and I may withdraw from the mediation at any time.

E. In consideration of the mediation services to be rendered by Michael J. Shane, I acknowledge and agree to the following:

1. I understand that mediation is not a legal or judicial proceeding; that any decision to resolve, or not to resolve, this dispute here today lies solely with myself and the other named parties to this dispute; that resolution of this dispute may involve accepting and option which I perceive to be in my best interest, and not necessarily in an option which lies in the recognition or enforcement of my rights under the law.

2. I understand that no resolution will be forced upon me or any other disputant(s). I also understand any agreement reached between myself and any other disputant(s)

will be reduced to writing using the *Memorandum of Understanding* form provided by Michael J. Shane. This written agreement will contain only those terms and conditions which the disputing parties mutually compose and agree to abide and honor. I accept responsibility to cooperate with the other disputant(s) in the drafting of this agreement. I understand that in the event any party to this agreement fails to live up to their obligation under this agreement, I may seek further mediation or seek appropriate legal action.

3. I agree that service of process pertaining to this or any other dispute shall not be attempted before, during, or immediately following the course of mediation, within one city block of the mediation site, upon any person at, entering, or leaving the mediation site.
4. I affirm that I have brought no weapons to the mediation and by signing this agreement I consent to a search of my person, clothing, purse, or such other personal items or containers I have in my possession, at the time of the mediation. Furthermore, I release Michael J. Shane, and the owners and employees of the mediation site from any and all responsibility for the consequences of any violent acts which may arise from the behavior of individuals not employed at the mediation site.
5. I understand that the services provided by Michael J. Shane are simply to facilitate and assist in communication, negotiation and bargaining between disputing parties. I agree that I will not hold Michael J. Shane or anyone associated with Gordon, Davis, Johnson & Shane responsible for the outcome of the mediation process, for the contents of any agreement which may be reached between the disputing parties, or any action taken by any disputant involved in this mediation.
6. Finally, I agree that the records of this dispute maintained by Michael J. Shane are confidential and I shall not attempt to compel Michael J. Shane to divulge such records or to testify in regard to the mediation in any adversarial or judicial forum. I also agree Michael J. Shane has the right to destroy all of Michael J. Shane's records pertaining to this case.

Michael J. Shane, Mediator

Date Signed:

MICHAEL J. SHANE

Party

Date

Party

Date

Attorney for

Date

Party

Date

Party

Date

Attorney for

Date