



# THE ESTATE MEDIATION GROUP

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## AGREEMENT TO MEDIATE

### 1. PARTIES:

agree to mediate certain differences with *insert name* as mediator as follows:

### 2. DATE:

### 3. TIME:

### 4. PLACE:

### 5. TERMS OF MEDIATION:

The parties agree to abide by the Terms of Mediation, attached.

### 6. ISSUES:

The issues to be mediated as understood at this time are summarized as follows:

Issues relating to *insert text*

### 7. COSTS OF THE MEDIATION:

The costs are as set out in Schedule "A". Unless there is an exception set out below, the parties agree to share the fees and expenses related to the mediation equally, but shall be jointly and severally responsible to *insert name* for any unpaid or outstanding fees and expenses. The parties shall each bear their own legal expenses, if any.

#### **Exceptions:**



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## 8. SIGNING INDIVIDUALLY:

Each party may sign a separate copy of this agreement which, when so signed and delivered to the mediator, shall be an original copy even though not signed by the other parties. All such separately signed copies shall together constitute evidence of all parties' consent to be bound by this agreement.

## 9. CONSENT TO THIS AGREEMENT:

Each of us has read this agreement and willingly agree to proceed with the mediation on the terms contained in it.

### DATE:

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**Mediator**



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## Schedule "A"

### COST SCHEDULE

As per published fees: <http://www.estatemediationgroup.ca>

<b>Mediator Fee</b>	Full day (7 hours) \$2,950.00	Time in excess at \$395.00 per hour
	Plus HST @ 13%	
	Half Day (3 ½ hours) \$1,500.00	Time in excess at \$395.00 per hour
	Plus HST @ 13%	
	Preparation \$395.00 per hour	
	Plus HST @ 13%	

<b>Expenses</b>	Boardroom & Breakout Room
	Photocopies or facsimiles @ \$0.25 per page
	Long distance & sundry
	Other (at cost)
	Mileage - km (round trip) @ \$0.30 per km
	HST @ 13%

### TOTAL ESTIMATED FEES & EXPENSES

#### Cancellation and Postponement Policy:

Notification of cancellation or postponement given in the time indicated bear the following charges:

- ✓ One (1) business day before scheduled date -- Full estimated or tariff fee and any out-of pocket expenses incurred by the mediator, plus HST
- ✓ Two (2) to five (5) business days before scheduled date -- One-half of the estimated or tariff fee and any out-of pocket expenses incurred by the mediator, plus HST
- ✓ More than five (5) business days before scheduled date -- \$500.00 and any out-of pocket expenses incurred by the mediator, plus HST.



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## TERMS OF MEDIATION

1. Mediation is a voluntary and informal settlement process by which the parties try to reach a solution that is responsive to their joint needs. Their participation in the process is not intended to alter their existing rights and responsibilities unless they expressly agree to do so.
2. The mediator is a facilitator only, is not providing legal advice, legal representation or any other form of professional advice or representation, and is not representing any party. The mediator's role is to assist the parties to negotiate a voluntary settlement of the issues if this is possible.
3. The parties will send to the mediation representatives with full, unqualified authority to settle and understand that the mediation may result in a settlement agreement that contains binding legal obligations enforceable in a court of law.
4. The parties will discuss the matter with the mediator individually or together, in person or by telephone, with a view to achieving settlement.
5. Throughout the mediation the parties agree to disclose material facts, information and documents to each other and to the mediator, and will conduct themselves in good faith.
6. Statements made by any person, documents produced and any other forms of communication in the mediation are off-the-record and shall not be subject to disclosure through discovery or any other process or admissible into evidence in any context for any purpose, including impeaching credibility.
7. The parties will deliver to the mediator and exchange with each other a concise statement of the issues and the problem as they see it a reasonable period time prior to the first mediation session, which in this case is on or before *insert date*.
8. No party will initiate or take any fresh steps in any legal, administrative, or arbitration proceedings related to the issues while the mediation is in progress.
9. Either during or after the mediation, no party will call the mediator as a witness for any purpose whatsoever. No party will seek access to any documents prepared for or delivered to the mediator in connection with the mediation, including any records or notes of the mediator.
10. Other than what is stated above, the mediation is a confidential process and the parties agree to keep all communications and information forming part of this mediation in confidence. The only exception to this is disclosure for the purposes of enforcing any settlement agreement reached. The mediator will not voluntarily disclose to anyone who is not a party to the mediation anything said or done or any materials submitted to the mediator, except:
  - a. to any person designated or retained by any party as a professional advisor or agent,
  - b. for research or educational purposes, on an anonymous basis;
  - c. where ordered to do so by a judicial authority or where required to do so by law;
  - d. where the information suggests an actual or potential threat to human life or safety.
11. The parties are responsible for obtaining their own independent professional advice, including legal advice or representation, if desired; the mediator is not providing same. The mediator has no duty to assert or protect the rights of any party, to raise any issue not raised by the parties themselves or to determine who should participate in the mediation. The mediator has no duty to ensure the enforceability or validity of any agreement reached. The mediator will not be liable in any way, save for his\her wilful default.
12. The provisions of Rule 75.1 (MANDATORY MEDIATION – ESTATES, TRUSTS AND SUBSTITUTE DECISIONS) shall be part of this Agreement to Mediate when that rule applies.