

RICHMOND COUNTY SUPREME COURT, CIVIL TERM
MEDIATION PROGRAM AGREEMENT TO MEDIATE

1. We understand that we are allowed one free, 90 minute initial mediation session. If we choose to go beyond the initial 90-minutes, we, the parties, will pay the Mediator a designated fee of _____ per hour, agreed upon beforehand and in writing.
2. We understand that mediation is voluntary; we can choose which points to discuss.
3. We understand that if we do not informally work out an issue or resolve our case, we can continue our matter through traditional litigation in Court.
4. We understand that we are each free to talk with a lawyer now, during or after the mediation sessions.
5. We understand that the mediator is not acting as a lawyer for either of us, and will not be giving us legal advice or opinions on the law. The mediator may share with us legal information.
6. Except for allegations of child abuse or neglect, threats of imminent serious harm and information regarding the scheduling, attendance and participation at mediation sessions, and the mediator's report, we understand that what is said during this process is confidential. The mediator agrees not to reveal any oral or written communications to others without the consent of all parties.
7. We agree that if we do go to court, we will not testify about what happened in the mediation, however, documents and information otherwise discoverable under the CPLR shall not be shielded from discovery merely because they are submitted or referred to in mediation.
8. We will not ask the mediator or the other party to testify or give evidence about what happened in the mediation and we will not demand anything prepared for the mediation or compel the mediator to produce any documents prepared for mediation or notes of the mediator unless it is allowed by law.
9. We understand that the mediator shall be immune from suit, indemnified and held harmless to the extent allowed by law.

Plaintiff/Petitioner

(Print Name)

Attorney for Plaintiff/Petitioner

(Print Name)

Defendant/Respondent

(Print Name)

Attorney for Defendant/Respondent

(Print Name)

Mediator

Date

SAMPLE – NOT REQUIRED

Richmond County Supreme Court – Mediation Program

Disclosure Concerning Continuation of Mediation

This form is to be completed and signed by the parties prior to the start of the first mediation session

Case Number: _____

1. As noted in the Mediation Guidelines and the Richmond County ADR Information and Rules, I must provide ninety minutes of mediation services at no charge to any party in this matter. This time does not include preparation time for the first mediation session, which is also non-compensable. The 90-minute non-compensable time of mediation will end at the time set forth in paragraph 4 below.
2. The parties agree that if they decide to continue with the mediation past the 90 minutes, the fees for mediation services will be charged at a rate of \$_____/hour for the three hours immediately following the non-compensable time, as set forth in the court's ADR Program Rules. Thereafter, the parties will be charged my market rate for mediation as set forth in paragraph 4 below.

3. The parties also agree that if they decide to continue with the mediation past the first 90 minutes, that all work performed in service to parties, including future preparation work, shall be compensable.

Time in Mediation	Charge to Parties
90 minutes	No charge
Over 1 ½ hours	\$_____

4. The 90 minutes of non-compensable mediation time concludes at: ____ : ____ am/pm

My Hourly Market Rate is: \$_____.

5. The parties below agree to allocate any cost of mediation among them:

Equally As Follows: _____

If the mediation ends before the expiration time set forth above, or if you choose to terminate the mediation at the expiration time, there will be no charge for the mediation.

6. Appointed mediators shall waive the share of the fee allocable to any party who has been granted permission to proceed in their case as a poor person pursuant to CPLR §1101

Mediator: _____
Print Name _____ Signature _____ Date _____

Party: _____
Print Name _____ Signature _____ Date _____

Party: _____
Print Name _____ Signature _____ Date _____

Party: _____
Print Name _____ Signature _____ Date _____

Party: _____
Print Name _____ Signature _____ Date _____

SAMPLE – NOT REQUIRED

MEDIATION FEE AGREEMENT

Directions: This Agreement is to be completed and signed by the parties prior to the start of theninety (90) minute non-compensable mediation period. The Mediator shall provide the parties with a copy of the signed Mediation Fee Agreement.

- I. As noted in the Mediation Guidelines and the Richmond County ADR Information and Rules, (hereinafter, the "Mediator") must provide ninety (90) minutes of non-compensable mediation services. This ninety (90) minute period does not include preparation time. The ninety (90) minute period of non-compensable time will end at the time set forth in paragraph 5 below.
- II. The parties agree that if they decide to continue with the mediation session, then the fees for mediation services will be charged at the rate set forth in paragraph 5 below.
- III. The parties also agree that, if they decide to continue with the mediation today beyond the ninety (90) minute non-compensable period, that the Mediator may charge them for any additional time spent on this matter that exceeded the ninety-minute period as set forth in paragraph 5 below. The individuals signing below represent that they have full authority to bind the parties herein.
- IV. Should any party subpoena or otherwise require the Mediator to appear in any proceedings or require the production of the Mediator's records, then such party shall fully indemnify and hold the Mediator harmless from any costs (including but not limited to attorneys' fees) in connection with the Mediator's enforcement of this clause, regardless if the Mediator prevails. If the Mediator appears, produces documents, testifies, or is on call to testify, then the Party who has subpoenaed or called the Mediator shall be responsible to pay the expenses of the Mediator, and the usual hourly rate of the Mediator. If any non-party is given notice of this provision, then such non-party shall be bound hereby; and shall be responsible for all the costs, fees, expenses and hourly compensation set forth herein, in addition to the Parties.

5. Non-compensable mediation period will conclude at:

_____ AM/PMMediator Hourly Rate is:

\$ _____ /hour

Name of Case: _____

Mediator: _____

Plaintiff(s)

Defendant(s)

Plaintiff(s) Counsel

Defendant(s) Counsel

