

AGREEMENT TO MEDIATE

The undersigned parties hereby agree to have mediation services provided by John M. Noble, Esquire, in the case of _____, in accordance with the following terms:

Mediation Services: All parties recognize that mediation is a voluntary settlement process and that the mediator is not a judge and has no authority to impose a settlement on the parties.

Fees: Fees will be charged at a rate of \$225.00 per hour per participating party for mediation services - \$285.00 per hour for pre-mediation services. Travel time will be billed at the rate of \$150.00 per hour plus expenses. A late-notice cancellation fee may apply.

Consulting with Attorneys: During or between mediation sessions and before finalizing an agreement, participants are encouraged to consult with attorneys regarding their legal rights and obligations. The parties recognize that the mediator is not giving legal advice or counsel or analyzing any party's legal rights.

Caucuses: The mediator may hold brief sessions with each party individually. The "caucuses" are designed to improve the mediator's understanding of the participants' positions. Information gained through a private session is confidential unless the participant agrees to permit the mediator to disclose any confidential information.

Confidentiality: The parties recognize that, pursuant to Act 3 of 1996, mediation communications and mediation documents are privileged and their disclosure may not be required or compelled through any process and are not admissible in any proceeding except as provided in Act 3. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceedings.

AGREED to this ____ day of _____, 2007.

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

POST-MEDIATION SETTLEMENT AGREEMENT

AND NOW, this ____ day of _____, 2008, come the parties
aforementioned, and agree to a settlement in the amount of \$_____.

ADDITIONAL TERMS

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Plaintiff or Representative

Defendant or Representative

Mediator, John M. Noble, Esquire