



**Agreement To Mediate**

This is an Agreement between \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, & Theresa E. Keves, MBA/TM, hereinafter “mediator,” to voluntarily enter into mediation with the intent of resolving all issue(s) regarding:

\_\_\_\_\_.

The parties and the mediator understand and agree to the following terms and conditions:

**Nature of Mediation Process**

The parties hereby appoint Theresa E. Keves as their mediator for their negotiations pertaining to the aforementioned issue(s). It is understood by all parties involved that Theresa E. Keves, is not an attorney, and will only serve as a mediator to assist them in coming to an amicable resolution during the mediation process. Furthermore, the parties understand that the mediation process is to assist the parties in reaching an agreement in a collaborative, voluntary and well informed manner with the assistance of a 3<sup>rd</sup> party neutral.

Mediation gives the parties the opportunity to discuss their issues using an open and fair platform that differs from the format of the United States Court System. Mediation is not a substitute for independent legal advice. The parties may seek legal advice throughout the mediation process, if they so choose.

The mediator shall not offer individual legal advice, decide disputed issues for the parties, render therapy or arbitrate during the mediation process. Instead, the mediator helps the parties to agree on a mutually acceptable resolution.

The parties are aware that the mediator do not have any financial or personal interest in the outcome of the mediation and must disclose any circumstances that create a presumption of bias or cause a delay in the mediation process.

**Scope of Mediation**

The mediators’ obligation is to work on behalf of all parties involved. The mediation process is for the parties, with the mediator’s consensus, for determining what the scope of the mediation is and this will be established at the onset of the mediation process.

**Previous to Mediation Session**

A Free ½ hour meeting can be arranged with all parties involved in the mediation process. The meeting entails descriptions of the mediation process, what issues need to be discussed, offer expectations for all participants and review the appropriateness for the case being mediated.

**Termination of Mediation**

The mediation process shall be terminated under any of the following reasons, at any point during the mediation process:

- a) The mediator affirming that a settlement has been reached.
- b) The mediator pronouncement that the mediation process will lead to an unreasonable result.
- c) If the mediator feels that an impasse has been reached during the course of the mediation procedure that will not allow an amicable negotiation process to continue.
- d) The mediator feels that she can no longer facilitate in an effective manner.
- e) A declaration by any party during the mediation that the proceedings must be terminated.
- f) If conflict of interest arises, the mediator may also discontinue the mediation process.

**Confidentiality**

It is understood between the parties and the mediator that the mediation is confidential. Any and All Mediation discussions, drafts regarding the processes' towards resolutions and any unsigned mediation agreements shall not be admissible in a court of law, administrative or any other proceeding pertaining to disputes.

All parties agree not to call the mediator to testify on their behalf regarding the mediation process and neither will the mediator provide the parties with any materials from the mediation process to be used in a court of law or any other contested proceeding between the parties. The mediation process is considered between the mediator and the parties as a method for settlement negotiations.

It is agreed by all participants in the mediation process, as well understood by all participants that the mediator may have confidential meeting(s) and discussions, known as caucus, with any individual party. All discussions during caucus are confidential between the mediator and the individual(s) in caucus, which the mediator will disclose no information, unless otherwise agreed to do so from the disclosing party.

**Mediator Impartial and Neutral**

The mediator is a champion for all parties involved in the mediation process and will not favor one party's interest over another party. The mediator is to remain impartial to the parties and neutral to the results of the mediation process.

**Mediation Fees**

The parties and the mediator agree that the fee for the mediator shall be \$250.00 per hour (unless otherwise discussed) for time spent with the parties and for time required to study documents, research issues, telephone calls, prepare draft(s), finalize Agreements and do such other things deemed as reasonably necessary to facilitate the parties reaching full Agreement.

\$250.00 is due prior to the mediation session. This amount is applied to the total cost of the mediation session, with any/all remaining balance paid immediately upon completion of each mediation session. It is encouraged that all party members share in the responsibility of payment for the mediation session(s). (See Payment Methods - Below)

**Disclaimer**

*DeNovo Business Enthusiasts, LLC will not discriminate against individuals of a particular, race, color, religion, sex (including pregnancy), or national origin, or an individual with a disability or class of individuals with disabilities.*

*DeNovo Business Enthusiasts, LLC is equal and fair minded in serving everyone combined with exemplary moral and ethical treatment to is clients.*

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Date:

_____ Name (Print)	_____ Name (Print)
_____ Name (Sign)	_____ Name (Sign)
_____ Title	_____ Title
_____ Address	_____ Address
_____	_____
_____	_____
Date: _____	Date: _____

**\* Upon Completion of Signed Mediation Agreement - Please fax to: 480.272.9198 or Email to: info@denovobusiness.com.**

**Method of Payment**

- Payment through PayPal  
Payment through this system is immediate/secure
- Federal Express - Same Day or Overnight (Money Order or Cashier Check):  
To:  
DeNovo Business Enthusiasts, LLC  
7047 East Greenway Parkway  
Suite 250  
Scottsdale, AZ 85254
- Cash Payments

Theresa E. Keves, MBA/TM  
DeNovo Business Enthusiasts, LLC  
7047 East Greenway Parkway  
Suite 250  
480.272.9351 (Office) - 480.283.7270 (Cell) - 480.272.9198 (Fax)  
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