

## Agreement To Mediate

\_\_\_\_\_ and \_\_\_\_\_, being the undersigned parties to a dispute (the “**Parties**”), hereby agree to mediate their differences using the services of **Healthcare Neutral - Richard J. Webb, Esq.** as mediator (hereinafter, the “**Mediator**”). In this regard, the Parties and the Mediator agree to the following terms:

1. **Mediation Process.** The Mediator, who will determine the mediation process to be followed with the advice and consent of the Parties, shall conduct this mediation. The Parties agree that this mediation is a voluntary process of facilitated negotiation entered into for the purpose of reaching a settlement of their pending dispute with the assistance of the Mediator. The Parties acknowledge that the Mediator will not function as a judge or an arbitrator in this matter, and will not render a decision on the merits of the dispute between them. The Parties further acknowledge that the Mediator will not serve as legal counsel or provide legal advice to either or both of the Parties.
  
2. **Mediator.** The Parties agree that Healthcare Neutral – Richard J. Webb, Esq., LLC shall serve as the Mediator in this matter. The Mediator shall be an independent contractor. The Mediator shall have no liability for any act or omission in the course of the mediation of this matter, and both Parties release Healthcare Neutral - Richard J. Webb, Esq., LLC and Richard J. Webb from any claim based upon or arising out of the conduct of this mediation, all of which claims are hereby waived.
  
3. **Fees and Expenses.** For the services rendered in the course of this mediation, the Mediator shall be paid at the rate of \$\_\_\_ per hour. All preparation time, including telephone conferences, correspondence, e-mail and review of the Parties’ written materials shall be charged and paid at the hourly rate. There shall be no additional charge for travel time within the State of New Jersey. Travel time outside the State of New Jersey shall not be charged provided that a full 8 hours of mediation time is charged at the hourly rate on the date of travel. Actual out of pocket expenses, including travel, will be billed and paid at cost. Mileage will be charged at the rate of \$.58 per mile.
  
4. **Payment of Fees and Expenses.** The Parties shall each pay one half of the Mediator’s total fees and expenses. Payment shall be due promptly upon receipt of the Mediator’s bill. The Mediator may request, and if requested the Parties

shall pay, a retainer against which the Mediator shall apply all charges and expenses as they are incurred.

5. **Confidentiality**. The Parties agree that this mediation is a confidential proceeding undertaken in furtherance of settlement negotiations, and that the communications between the Parties, their counsel and the Mediator shall be and remain confidential during and after this mediation to the fullest extent permitted by law. Without limiting this agreement, the Parties further agree that they will not subpoena or otherwise require the Mediator to appear or give testimony in any action, arbitration, deposition or other proceeding concerning this mediation or the subject of the Parties' dispute, nor shall they seek the production of any of the Mediator's notes, files or other records concerning the Parties, the Parties' dispute, or this mediation.
  
6. **No Admissibility**. The Parties agree that no aspect of this mediation, including the communications between the Parties, their counsel and the Mediator, and no part of the documents provided, shared or exchanged in the course of this mediation, shall be offered, relied upon or admitted into evidence for any purpose in any trial, appeal, arbitration, hearing or other proceeding.
  
7. **No Waiver of Privilege**. The Parties agree that the privileged character of any communications, information or documents shall not be waived solely by reason of their disclosure by the Parties or their counsel to the Mediator in the course of this mediation.
  
8. **Enforcement**. The Parties acknowledge and agree that a breach of this Agreement would cause immediate and irreparable harm for which an award of damages would be an inadequate remedy, since the Parties and the Mediator are relying on this Agreement in disclosing confidential information and in participating in the mediation process. Thus, the Parties agree that either of the Parties or the Mediator may obtain injunctive relief to enforce the terms of this Agreement. Further, the Parties agree that any Party in default of this Agreement shall be liable for and shall indemnify the other Party and the Mediator for all costs, expenses and reasonable attorneys' fees incurred as a result of such breach, including those incurred to enforce this Agreement.

[SIGNATURE PAGE FOLLOWS AS PAGE 3 OF 3]

The Parties and the Mediator enter this AGREEMENT TO MEDIATE effective as of \_\_\_\_\_, 2019, as evidenced by their signatures below.

**MEDIATOR:**

Healthcare Neutral – Richard J. Webb, Esq., LLC

By: \_\_\_\_\_  
Richard J. Webb

**PARTIES:**

[Party Name]

By: \_\_\_\_\_

[Party Name]

By: \_\_\_\_\_