

Andrew M. Tolchin*, 713MEDIATOR, LLC

Main Office: 124 West Myrtle St., Angleton TX 77515

Mediation Center: 3207 Mercer St., Houston, TX 77027

713-MEDIATOR (633-4286) | andrew@713mediator.com

Agreement to Mediate

This is an agreement **between** _____ and
_____ **in cause number**
_____ - (_____ **County**) **Texas on** _____/____.

I understand that mediation is a process based on trust and cooperation that can help us discuss and resolve any conflict that may exist between us. I agree to work in a spirit of open and full disclosure and to provide complete and accurate information during the mediation, including facts, documents, financial data, etc., in order that all parties involved can reach informed decisions and agreements. I agree to participate in good faith and honesty in this process.

I understand that the mediator is not a legal advisor and cannot provide legal advice to any party involved in mediation. I understand that each party has the right to his or her own attorney, and I agree to notify all participants in the process if I have obtained an attorney in this matter.

I understand that mediation is confidential and that I may not call upon the mediator to testify concerning this mediation. I agree not to subpoena any documents from the mediator. I also understand that the mediator will not discuss any content of this mediation with either party's attorney without written permission.

I understand and agree to pay all fees assessed to me related to the mediation and will guarantee this payment. I agree to pay any, and all, fees related to insufficient checks, including court costs and legal fees.

I acknowledge that I am the proper person with the power and authority to mediate and resolve this case and to sign all documents.

(Attorney for Plaintiff/Petitioner)

Date

(Attorney for Defendant/Respondent)

Date

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Contract of Confidentiality in Mediation

Mediation is a procedure that is confidential and privileged. The parties enter mediation understanding, and in full confidence, that they may speak frankly and openly without fear that what is said shall be freely disclosed without their permission. Each undersigned party also agrees that:

- Evidence that would be discoverable and admissible at trial had the mediation not been held does not lose its character as discoverable, usable, or admissible at trial merely because it is disclosed or used in the mediation.
- The mediated agreement we strive to reach in this mediation process will be enforceable, and to that extent is not secret.
- In some areas, law or basic ethics may require certain disclosures whether or not the information was first disclosed in mediation, like a disclosure concerning child endangerment or abuse, fraud or a planned future crime. Further, in the case of certain government agency disputes, open meetings statutes may apply.

In this "Contract of Confidentiality in Mediation" it is acknowledged that the mediator, the parties, and the attorneys do:

- Agree that all statements made in the mediation shall be confidential and privileged.
- Agree that any and all notes, including those of the mediator or any attorney, shall be destroyed at the conclusion of the mediation.
- Agree that the mediator shall not be called as a witness or otherwise involved in any ongoing or future litigation.
- Agree that the mediator shall not be involved in any future arbitration unless otherwise stated in the Mediated Settlement Agreement.

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- Agree that the mediator, the parties, and the attorneys shall hold all conversation and dialogue during private caucus in complete confidence unless permission is granted to share specific information.

Attorney for Petitioner/Plaintiff

Date

Attorney for Respondent/Defendant

Date

Andrew Tolchin, Mediator

Date

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Acknowledgment of Mediator Advice **Regarding Representation by Counsel**

Parties Names: _____ and
_____ .

This is to acknowledge that the mediator has advised me that:

1. I am not represented by an attorney.
2. I acknowledge that _____ (name of mediator) is the mediator in this case. Andrew Tolchin is hereinafter referred to as "Mediator" in this document.
3. Mediator has told me that he is not and cannot be my attorney and that he has not and will not give me any legal advice.
4. Texas law prohibits one attorney from representing both parties in a legal matter.
5. Mediator does not represent me or the opposing party in this mediation.
6. Mediator has told me that I should get a lawyer to represent only me in this mediation.
7. It is in my best interest to be represented by a lawyer.
8. Without my own lawyer, I am at a disadvantage in this mediation and this legal matter.
9. I understand all the above statements and agree to start this mediation without my own lawyer.
10. I sign this document voluntarily without receiving any pressure from anyone to sign it.

* Andrew Tolchin is licensed to practice law in Texas and is not serving as attorney for any party. This mediation is conducted by 713MEDIATOR, LLC and is not conducted by Tolchin Law Firm, PLLC.

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11. I am not under the influence of alcohol, medications, drugs, pressure, duress, stress, force or threats that make me unable to think clearly.

12. I know what I am doing.

Signed on the ____ day of _____, 20____, at _____ o'clock, before the start of the mediation.

Signature _____ Date _____
(Printed name, party without a lawyer)

Signature _____ Date _____
(Printed name, party without a lawyer)