

Mediation Agreement

This is an agreement between:

and

(the 'parties') and Jim McCartney (the 'mediator') to enter mediation with the intent of resolving their disputes. The parties and the mediator agree as follows:

1. Nature of Mediation

The parties appoint the mediator to help them reach a voluntary and informed agreement. The mediator has no power to decide for the parties. The mediator will work equally for each party and will not give legal advice. Any mediator recommendations or statements are not legal advice.

2. Mediation Is Voluntary

The parties agree to resolve their dispute in good faith. Any party or the mediator can stop or pause the mediation at any time, for any reason.

3. Confidentiality and Security

The mediation will be confidential. Nothing said or written in the mediation can be used in court or arbitration, except a signed agreement. The parties agree not to ask the mediator to testify or provide any materials from the mediation in any legal proceeding. The parties and the mediator consider the mediation to be settlement negotiations. The law of Alberta applies to this agreement.

No one will record any part of the mediation without everyone's consent.

If any part of the mediation uses technology that allows participants to be in different locations, the parties acknowledge that they have checked the technology and are aware of any risks, such as security, privacy, and confidentiality.

4. Limitation of Liability

The mediator shall not be liable to any party for any act or omission related to the mediation.

5. Full Disclosure

Each party will share all relevant information and documents that are not privileged, as requested by the mediator or another party, if the mediator thinks they are relevant to the mediation. The mediator may destroy or delete any documents in his possession after 60 days from the last mediation session.

6. Mediator Impartiality

The mediator will be impartial during the mediation. The mediator may talk to any party or their lawyer about the process or the issues and may share what he learns from one party with another party, unless he is asked not to.

7. Litigation

The parties will refrain from pre-emptive manoeuvres and adversarial legal proceedings (except in the case of an emergency necessitating such action) while they are in mediation.

8. Mediator Fees

The mediator’s fee is \$xxx.00 per hour for any work on the matter. The minimum fee for a mediation session is \$xxx.00, even if it lasts less than three hours. The parties will split equally the mediation fees and expenses unless they agree otherwise.

The parties will pay the mediator for his actual preparation time plus four hours per day if they cancel, postpone, or adjourn any mediation session with less than 28 days notice.

9. Binding on Representatives.

This agreement applies to the parties and their representatives or anyone else they invite to the mediation.

, 2024

, 2024

Jim McCartney

, 2024