



BASIC RULES FOR MEDIATION CONFERENCES

1. Definition of Mediation. Mediation is a process of communication in which persons with a dispute, assisted by a mediator, reach an agreement, understanding, or reconciliation.
2. Agreement of Parties. The parties involved in the mediation of the dispute agree to these Rules by their signatures (Parties and attorneys will be asked to sign prior to the mediation session).
3. Consent to Mediator. The parties consent to the appointment of the individual named as mediator in their case. The Mediator may not, and will not act as an advocate for any party to the mediation.
4. Conditions Precedent to Serving as Mediator. The mediator shall not serve as mediator in any dispute in which he or she has *any* financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.
5. Authority of the Mediator. The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving a settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.
6. Commitment to Participate in Good Faith. While no one is asked to commit to settle his/her case in advance to mediation, all parties commit to participation in the proceedings in good faith with the intent to settle, if at all possible.
7. Parties Responsible for Negotiating Their Own Settlement. The parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not warrant or represent that settlement will result from the mediation process.
8. Authority of Representatives. Each party representative agrees that he or she has full authority to settle the dispute involved in the mediation and that all persons necessary to make the decision to settle shall be present at the mediation.
9. Time and Place of Mediation. American Mediation Services shall coordinate the time of each mediation session. The mediation shall be held at the offices of American Mediation Services or at a location specified by American Mediation Services, or any other convenient location agreeable to the Mediator and the parties, as the Mediator shall determine.
10. Identification of Matters in Dispute. If requested prior to the first mediation session, each party shall use his or her best efforts to provide the Mediator and all attorneys of record with an Information Sheet and/or Request for Mediation on the form provided by the Mediator, setting forth its position with regard to issues that need to be resolved.

11. Privacy. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.
12. Confidentiality. Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. All records, reports or other documents received by a Mediator while serving in that capacity shall be confidential. The Mediator and American Mediation Services shall not be requested or compelled to produce or divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator, American Mediation Services, and other parties, including reasonable attorneys' fees incurred in opposing the efforts to request or compel testimony or records from the Mediator or American Mediation Services.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce evidence in any arbitral, judicial or other proceeding a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal (or settlement) offered by the Mediator.

13. No Stenographic, Audio, or Video-Taped Record. There shall be no stenographic record, tape-recording, or video-taping of the mediation process.
14. No Service of Process at or Near the Site of the Mediation Session. No subpoena, summons, complaints, citations, writs, or other process may be served upon any person at or near the site of any mediation session or upon any person entering, attending or leaving the session.
15. Termination of Mediation. The mediation shall be concluded: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or c) by a written or verbal declaration of a party or parties to the effect that the mediation proceedings are terminated.
16. Exclusion of Mediator. The Mediator and American Mediation Services are not necessary or proper parties in judicial proceedings relating to the mediation.
17. Interpretation and Application of Rules. The Mediator shall interpret and apply these rules.
18. Fees and Expenses. If applicable, the expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the Mediator shall be borne equally by the parties unless they agree otherwise.
19. Parties to Rely on Own Counsel. If the mediation is concluded by a settlement agreement, the parties are advised to have the agreement independently reviewed by their own attorneys and counsel before executing the agreement in final form should there be any portion of it that they are unsure of. The parties understand and agree that the Mediator is not acting as an advocate for any party. Each party states that they have not relied upon legal advice or counsel from the Mediator in entering into the settlement agreement.
20. Weapons and Firearms Ban. The possession of weapons and firearms is prohibited on the premises of American Mediation Services and in all other locations where American Mediations Services conducts mediations or meetings.