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# NASSAU COUNTY BAR ASSOCIATION

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T: 516.747.4070  
F: 516.747.4147

15th & West Streets  
Mineola, NY 11501

info@nassaubar.org  
www.nassaubar.org

## ALTERNATIVE DISPUTE RESOLUTION TRIBUNAL

### AGREEMENT FOR MEDIATION

The undersigned Parties, having agreed to participate in mediation under the Tribunal Rules of the Association, understand and agree:

1. **Goal of Mediation:** The Parties and their counsel, if any, agree to negotiate their dispute in good faith and to actively participate in searching for fair and workable options. The Mediator's goal is to help the Parties reach a settlement which the Parties feel is reasonable under the circumstances. The Mediator does not represent a Party, does not provide legal advice or counsel or make any decisions which are binding on the Parties. All decisions are made by the Parties and their counsel, if any.

2. **Privacy, Confidentiality and Evidence:** This entire mediation process is and will be viewed by the Parties as part of private and confidential settlement discussions intended to compromise disputed claims. The Parties agree that no audio, video, digital or visual recordings will be permitted or taken of or during the mediation process without the express written permission of the Parties and the Mediator. Any and all privileges and rules of evidence regarding the confidentiality of settlement discussions shall apply to all discussions, conduct occurring during the course of this mediation, and documents prepared for the purpose of or in the course of or pursuant to this mediation. As such, all offers, promises, conduct and statements, whether of the Mediator or Party or their respective agents, employees, consultants or counsel are confidential. The Parties agree that any such offers, promises, conduct and statements are inadmissible in any pending or future legal action or arbitration for any purpose, including impeachment. Evidence of anything said or any admission made in the course of the mediation is not discoverable or admissible in evidence and disclosure of any such evidence shall not be compelled in any civil action or arbitration in which, pursuant to law, testimony can be compelled to be given. Likewise, no document prepared for the purpose of or in the course of or pursuant to the mediation or copy thereof is discoverable or admissible in evidence and disclosure of any such document shall not be compelled in any civil action or arbitration in which, pursuant to law, testimony can be compelled to be given. However, evidence that is otherwise admissible shall not be rendered inadmissible in any subsequent proceeding as a result of its use in connection with this mediation.

3. **Mediator Notes:** Any personal written record, including notes taken by the Mediator and any and all records and documents provided to the Mediator during the course of the mediation are not subject to discovery by the Parties to this Agreement or their successors and may, in the Mediator's sole discretion and judgment, be disposed of by the Mediator.

4. **Mediator Not To Be Called As Witness:** The Parties agree that the Mediator shall not be called as a witness in any proceedings involving this matter. The Mediator shall have the same immunity as judges and arbitrators from suit for damages or equitable relief and from compulsory process to testify or produce evidence based on or concerning any action, conduct, statement or communication in, during or concerning the mediation conducted pursuant to this Agreement. The Parties agree that the Mediator is not a necessary party in any arbitral or judicial proceeding relating to the mediation or to the subject matter of the mediation and the Parties will not, under any circumstances, seek the Mediator's testimony concerning the mediation or to provide any materials from the mediation in any court proceeding between the Parties. The Parties agree that in the event any Party attempts to

compel the Mediator's testimony in a court proceeding, that Party will be responsible for and shall pay the Mediator's costs in defending such an attempt, and shall pay for all time incurred by the Mediator in preparing for, traveling to and from and participating in any court proceeding at the Mediator's customary hourly rate.

5. **Mediator Not Liable:** The Mediator shall not be liable to any Party for any act or omission in connection with the administration and mediation of this dispute or any subsequent court proceeding.

6. **Necessary Parties:** All Parties necessary to the resolution of this case shall be present at the mediation. This means that people with knowledge of the dispute and people with the necessary authority to settle shall attend. Any exceptions to this rule shall be arranged between the Parties and their counsel in advance. If a Party comes to a mediation session without a necessary person and without having attained the agreement of the other side, that Party shall pay the full cost of the scheduled session. If a Party postpones or cancels a mediation session with less than one week's notice, that Party shall be liable for the entire fee for that session.

7. **Written Agreement:** If the dispute is resolved, a written agreement shall be drafted and signed by the Parties and counsel, if any. If a legal or administrative proceeding is currently pending, plaintiff's or petitioner's counsel shall be responsible for filing the necessary papers with the clerk of the appropriate court or agency to dismiss, withdraw or settle the legal or administrative proceeding with prejudice.

8. **Fees:** The Mediator's fee is \$300.00 per hour for all time spent in administration, preparation, and mediation of the case. The fee shall be shared equally by the Parties, unless they agree to a different arrangement. If the \$1,800.00 deposit paid to the Nassau County Bar Association is exhausted and the Parties wish to continue the mediation, the Parties, or any of them, shall arrange for the delivery to the Mediator of an additional deposit, in a sum agreed upon between the Parties and the Mediator, for the Mediator's service beyond the initial six (6) hours.

9. **Counterparts and Facsimile Signatures:** This Agreement may be signed in counterparts and executed by the exchange of facsimile signatures which shall be deemed original signatures.

Dated: \_\_\_\_\_

**PARTY 1 (PLAINTIFF/PETITIONER)**

**PARTY 2 (DEFENDANT/RESPONDENT)**

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature of Party 1*

\_\_\_\_\_  
*Signature of Party 2*

**ATTORNEY FOR PARTY 1**

**ATTORNEY FOR PARTY 2**

\_\_\_\_\_  
*Print Firm Name*

\_\_\_\_\_  
*Print Firm Name*

\_\_\_\_\_  
*By-Print Name*

\_\_\_\_\_  
*By-Print Name*

\_\_\_\_\_  
*Signature of Attorney for Party 1*

\_\_\_\_\_  
*Signature of Attorney for Party 2*

**MEDIATOR** Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*If multiple parties, please add appropriate signature page(s).*



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## NCBA ALTERNATIVE DISPUTE RESOLUTION TRIBUNAL

### **ARBITRATOR APPLICATION**

To serve as a Mediator and/or Arbitrator of the NCBA ADR Tribunal, you must be a member of the Nassau County Bar Association in good standing, admitted to the New York Bar for at least 10 years, and pay the annual fee for Tribunal membership of \$250. Please make out your check to the Nassau County Bar Association and mail with this application to NCBA, Attention: ADR Tribunal.

Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_  
*Print or Type*

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Legal Education**

Law School Attended: \_\_\_\_\_

Date of Graduation and Degree: \_\_\_\_\_

Post Graduate Degree(s): \_\_\_\_\_

#### **Experience**

State whether you have previously served as an Arbitrator: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate the types of matters in which you have served as an Arbitrator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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#### **FOR COMMITTEE USE ONLY**

**ACTION BY COMMITTEE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Committee Chair**

List all courts in which you are presently admitted to practice and dates of admission:

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Indicate the general nature of your law practice, and areas of concentration, (if any):

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What percentage of your practice in the last five years was

Civil: \_\_\_\_\_ Administrative: \_\_\_\_\_ Criminal: \_\_\_\_\_ Other: \_\_\_\_\_

Are you or have you ever been engaged in any other occupation other than the practice of law?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide details: \_\_\_\_\_

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Have you ever been the subject of any complaint charging you with a breach of ethics or with unprofessional or illegal conduct by, or made to, any court, administrative body, bar association, disciplinary committee or other professional group? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide full particulars, including disposition: \_\_\_\_\_

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List all bar associations and professional societies which you are currently a member of, or which you have been a member of, within the past 5 years:

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Are you now, or within the last 5 years have you been, a member or the chairperson of any committee of any professional organizations or societies, including bar associations?

If so, please provide details and include dates:

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**I hereby consent to a full disclosure of the proceedings relating to my application for appointment as an Arbitrator and authorize the NCBA Judiciary Committee to make any inquiry of any person or organization concerning my qualifications for such position. I acknowledge that any failure to disclose information or providing false or misleading information requested by the Judiciary Committee shall be grounds for denial of appointment or removal from this position. I hereby affirm that all information contained herein is true to the best of my knowledge and belief.**

X \_\_\_\_\_

Signature of Applicant

**CONSENT AND AFFIRMATION**

If appointed, I hereby agree to serve as an Arbitrator pursuant to the Rules for Arbitration of the Nassau County Bar Association, and affirm that I will equitably and justly try all matters coming before me to the best of my ability.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_



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## ALTERNATE DISPUTE RESOLUTION TRIBUNAL

### MEDIATION RULES

#### 1. Definitions:

- a. **Alternative Dispute Resolution Tribunal.** The Nassau County Bar Association ("Association") has established an Alternative Dispute Resolution Tribunal ("Tribunal") composed of highly skilled and qualified members of the Association who are available to State, Federal, and local courts, litigants, parties to contracts, and the general public. The Tribunal will, upon request, provide a Mediator or Mediators (hereafter referred to collectively as "Mediator") to assist in the resolution of disputes from a list of attorneys who have been admitted to practice law in the State of New York for a minimum of ten (10) years, and who have been selected as qualified by the Judiciary Committee of the Association to serve on the Tribunal's panel (the "Panel") as a Mediator. Applications for appointment to the Panel, and requests for mediations to the Tribunal shall be by form(s) provided by the Association.
- b. **Mediation.** Mediation is a voluntary private process that affords parties an expeditious, time-saving and cost effective means to resolve disputes that might otherwise be arbitrated or litigated in the courts. Negotiations are assisted by a neutral, impartial third party Mediator who facilitates the parties reaching a mutually agreeable settlement.
- c. **Mediator.** The Mediator is neutral and impartial. Although the person assigned as a Mediator may be a member of the Association and a practicing attorney, no attorney/client privilege attaches to the communications between the parties and the Mediator. The Mediator will not be serving as an attorney or advocate for any party.
- d. **Mediation Program.** The Mediation Program ("Program") will be supervised by the Tribunal Administrator.
- e. **Tribunal Administrator.** The Program will be supervised by a Tribunal Administrator ("Administrator"), selected by the Association to manage and direct all matters brought before the Tribunal, including maintaining a current list of Mediators, notifying parties (and their counsel) as to the date, time and place of the first scheduled mediation session, and performing such other duties and functions as may be necessary or appropriate in the execution of the Administrator's duties.
- f. **Mediation Fees.** In addition to any costs associated with the mediation, all mediation fees, as established by the Association, shall be paid by the parties participating in the Program.

**2. Matters for Submission:**

Mediation may be used for any matters that are justiciable or capable of being decided by a court or in arbitration. The scope of matters, cases, disputes and claims is broad. Matters may include, but are not limited to: (a) matters in litigation in any court; (b) matters required to be determined by arbitration ; (c) matters required by written contract or agreement to be determined by arbitration or submitted to mediation; or (d) matters voluntarily submitted by the parties.

**3. Request For Mediation:**

The parties may submit a dispute for mediation by completing and signing a Request for Mediation Form to the Administrator, which Request shall contain the name of the parties, a brief statement of the dispute, and if mediation is pursuant to a written agreement between the parties, a copy of the agreement.

**4. Selection of Mediator:**

Upon receipt of a request for mediation, the Administrator shall provide the parties with a list of five (5) names from which to choose a Mediator. Proposed Mediators shall be taken in rotation from a list of Mediators maintained by the Administrator.

The parties, (or their counsel), shall promptly meet and confer within seven (7) business days, and each shall return to the Administrator their proposed list of Mediators, identifying, by ranking, their preference for a Mediator to their dispute. The Administrator shall compare the parties' submissions and select an agreed upon Mediator. If the Administrator is unable to identify a mutually agreed upon Mediator from the initial list of proposed Mediators, a second list of five (5) names of Mediators shall be forwarded, whose names have not previously been submitted to the parties. The parties shall promptly meet and confer within seven (7) business days, and each shall return to the Administrator their proposed second list of Mediators, identifying, by ranking, their preference for a Mediator to their dispute. If the Administrator is unable to identify a mutually agreed upon Mediator from the second list of proposed Mediators, then the Administrator shall select a Mediator from the list of Mediators, whose name was not previously submitted to the parties.

If, after appointment, a Mediator is unable to perform his/her duties, the Administrator shall declare the office vacant, and unless the parties otherwise agree, appoint another Mediator.

**5. Challenge to Proposed Mediator:**

Any challenge or request for disqualification of a Mediator who has been assigned by the Administrator shall be served in writing addressed to the Administrator with notice to the other parties within five (5) business days of receipt of the Administrator's notice of appointment, or after the Mediator's disclosures pursuant to paragraph 6 below. Such challenge shall only be for cause. The Administrator's determination of the challenge shall be final and binding.

6. **Disclosure:**  
Any person selected as a Mediator shall promptly disclose to the Administrator if he/she has any financial and/or personal interest in the matter to be submitted to mediation, as well as any previous or current professional relationship(s) with the parties and/or their attorneys, other than prior mediations in which (s)he has served as mediator. Any party or counsel to the mediation shall promptly disclose to the Administrator if he/she has any financial or any previous or current personal or professional relationship(s) with the proposed Mediator, other than prior mediations.
7. **Waiver:**  
Any party who proceeds with the mediation after having knowledge that any provision or requirement set forth in the within rules has not been complied with, and who fails to state an objection in writing within seven (7) business days of the scheduled mediation, shall be deemed to have waived the right to object. Furthermore, in requesting mediation, the parties agree and acknowledge that the Mediator shall not be made a party or witness in any subsequent meditation, arbitration, or judicial proceeding arising from, or related to, the dispute submitted for mediation.
8. **Pre-Mediation Conference:**  
The Mediator shall fix the date and time for the pre-mediation conference to be not less than fifteen (15) business days, and not more than thirty (30) business days, after the Mediator has received notice of the case assignment. If the pre-mediation conference, or subsequent mediation session is cancelled, or an adjournment is requested, on less than three (3) business days notice, the parties shall pay a cancellation fee of Eighteen Hundred (\$1800.00) Dollars to the Mediator.
9. **Mediation Disclosure:**  
Information disclosed to, and documents received by, the Mediator shall be confidential, and not subject to disclosure by the Mediator in any forum, except if directed by judicial decree or requirement by law. The parties to the mediation shall label all documents and exhibits submitted to the Mediator or presented for identification during the mediation as "confidential."
10. **Mediation Proceedings:**  
The Mediator shall conduct the mediation in privacy and the Mediator and the parties shall maintain strict confidentiality as to the information disclosed or as otherwise agreed to. All documents, proposals, discussions and/or admissions disclosed during the mediation shall remain confidential by the attending parties. There will be no stenographic, audio, or other verbatim record made during any portion of the mediation.
11. **Parties' Obligations:**  
All parties shall cooperate with the Mediator, and with each other. All parties who appear at the mediation must have knowledge and understanding of the case issues, and authority to settle.



**12. Mediator's Authority:**

The Mediator shall assist the parties to the mediation by attempting to satisfactorily resolve the subject dispute. In assisting the parties, the Mediator may: (a) meet separately and jointly with the parties; (b) obtain expert advice with the consent of the parties; (c) recommend settlement; and/or (d) terminate the mediation.

**13. Termination:**

The mediation shall terminate when there is a settlement agreed to by the parties, or if there is a declaration by the Mediator or a party that the mediation is terminated.

**14. Non-Liability:**

Neither the Association, the Administrator, nor any Mediator shall be liable to any party or parties to the mediation for any act, omission or conduct in connection with any mediation.

**15. Costs/Fees:**

At the time the Request for Mediation is submitted to the Association, the parties shall pay: (i) the Association's administrative fee of Five Hundred (\$500.00) Dollars; and (ii) a deposit of One Thousand Eight Hundred (\$1,800) Dollars towards the Mediator's fee ("Mediator Deposit"). The administrative fee is non-refundable.

All charges and expenses shall be borne equally by the parties, or as they otherwise agree, and are payable upon receipt of invoice. The Mediator shall arrange for the collection of his/her additional fees and expenses directly from the parties. The Mediator's rate is Three Hundred (\$300.00) Dollars per hour, which rate shall apply to all time spent on the matter by the Mediator including, but not limited to, pre-mediation conferences, study time, communication with the parties and/or counsel review of documents, assisting with the drafting of a settlement agreement, etc. The Mediator Deposit shall be applied against the first six (6) hours expended by the Mediator. Unearned Mediator Deposits shall be refunded.

**16. Rules:**

Any questions, concerns or disputes raised by any mediation participant, regarding the application or interpretation of these rules, and/or any amendments thereto, shall be resolved by the Administrator, whose decision shall be final and binding.

**REVISED 8/2012**



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### MEDIATOR APPLICATION

To serve as a Mediator and/or Arbitrator of the NCBA ADR Tribunal, you must be a member of the Nassau County Bar Association in good standing, admitted to the New York Bar for at least 10 years, and pay the annual fee for Tribunal membership of \$250. Please make out your check to the Nassau County Bar Association and mail with this application to NCBA, Attention: ADR Tribunal.

Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

*Print or Type*

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Legal Education**

Law School Attended: \_\_\_\_\_

Date of Graduation and Degree: \_\_\_\_\_

Post Graduate Degree(s): \_\_\_\_\_

Have you received a minimum of 40 hours of training as a Mediator? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide the name of training organization, date of training, and briefly describe the course or program and the number of hours. (*Attach separate sheet as necessary*)

\_\_\_\_\_

\_\_\_\_\_

(Do not write below this line)

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#### **FOR COMMITTEE USE ONLY**

**ACTION BY COMMITTEE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Committee Chair**

List all courts in which you are presently admitted to practice and dates of admission:

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Indicate the general nature of your law practice, and areas of concentration, (if any):

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State whether you have previously served as a Mediator: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate the type of matters in which you have served as a Mediator:

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What percentage of your practice in the last five years was

Civil: \_\_\_\_\_ Administrative: \_\_\_\_\_ Criminal: \_\_\_\_\_ Other: \_\_\_\_\_

Are you or have you ever been engaged in any other occupation other than the practice of law?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide details: \_\_\_\_\_

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Have you ever been the subject of any complaint charging you with a breach of ethics or with unprofessional or illegal conduct by, or made to, any court, administrative body, bar association, disciplinary committee or other professional group? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide full particulars, including disposition: \_\_\_\_\_

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List all bar associations and professional societies which you are currently a member of, or which you have been a member of, within the past 5 years:

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Are you now, or within the last 5 years have you been, a member or the chairperson of any committee of any professional organizations or societies, including bar associations?

If so, please provide details and include dates:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I hereby consent to a full disclosure of the proceedings relating to my application for appointment as a Mediator and authorize the NCBA Judiciary Committee to make any inquiry of any person or organization concerning my qualifications for such position. I acknowledge that any failure to disclose information or providing false or misleading information requested by the Judiciary Committee shall be grounds for denial of appointment or removal from this position. I hereby affirm that all information contained herein is true to the best of my knowledge and belief.**

**X** \_\_\_\_\_

Signature of Applicant

**CONSENT AND AFFIRMATION**

If appointed, I hereby agree to serve as a Mediator pursuant to the Rules for Mediation of the Nassau County Bar Association, and affirm that I will equitably and justly assist all parties in all matters coming before me to the best of my ability.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_



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## ALTERNATIVE DISPUTE RESOLUTION TRIBUNAL

### REQUEST FOR MEDIATION

We, THE UNDERSIGNED PARTIES, hereby request mediation under the Mediation Rules of the Alternative Dispute Resolution Tribunal of the Bar Association of Nassau County, N.Y., Inc. (the "Rules"), the receipt of which Rules are hereby acknowledged, in connection with the following (please briefly describe nature of the matter to be mediated):

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We understand that:

- (1) the above matter shall be submitted for mediation to a mediator from the panel of mediators maintained by said Tribunal.
- (2) we will abide by and comply with the Rules, including the submission of a \$500 non-refundable administrative fee and a deposit of \$1,800, towards the mediator's fees as per paragraph 15 of the Rules.
- (3) the mediator, the Bar Association of Nassau County, N.Y., Inc. and the Tribunal Administrator shall not be liable to any of the parties for their acts or conduct pursuant to the Rules.

DATED: \_\_\_\_\_

Names and Contact Information: (please print)  
(Attorneys or parties, if pro se)

SIGNATURES:

_____	_____
_____	_____
_____	_____

*An executed copy of this Request must be sent to the Administrator, Alternative Dispute Resolution Tribunal, Bar Association of Nassau County, N.Y., Inc., 15th and West Streets, Mineola, New York 11501, together with payment as set forth herein.*



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## ALTERNATIVE DISPUTE RESOLUTION TRIBUNAL

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2. **Privacy, Confidentiality and Evidence:** This entire mediation process is and will be viewed by the Parties as part of private and confidential settlement discussions intended to compromise disputed claims. The Parties agree that no audio, video, digital or visual recordings will be permitted or taken of or during the mediation process without the express written permission of the Parties and the Mediator. Any and all privileges and rules of evidence regarding the confidentiality of settlement discussions shall apply to all discussions, conduct occurring during the course of this mediation, and documents prepared for the purpose of or in the course of or pursuant to this mediation. As such, all offers, promises, conduct and statements, whether of the Mediator or Party or their respective agents, employees, consultants or counsel are confidential. The Parties agree that any such offers, promises, conduct and statements are inadmissible in any pending or future legal action or arbitration for any purpose, including impeachment. Evidence of anything said or any admission made in the course of the mediation is not discoverable or admissible in evidence and disclosure of any such evidence shall not be compelled in any civil action or arbitration in which, pursuant to law, testimony can be compelled to be given. Likewise, no document prepared for the purpose of or in the course of or pursuant to the mediation or copy thereof is discoverable or admissible in evidence and disclosure of any such document shall not be compelled in any civil action or arbitration in which, pursuant to law, testimony can be compelled to be given. However, evidence that is otherwise admissible shall not be rendered inadmissible in any subsequent proceeding as a result of its use in connection with this mediation.

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compel the Mediator's testimony in a court proceeding, that Party will be responsible for and shall pay the Mediator's costs in defending such an attempt, and shall pay for all time incurred by the Mediator in preparing for, traveling to and from and participating in any court proceeding at the Mediator's customary hourly rate.

5. **Mediator Not Liable:** The Mediator shall not be liable to any Party for any act or omission in connection with the administration and mediation of this dispute or any subsequent court proceeding.

6. **Necessary Parties:** All Parties necessary to the resolution of this case shall be present at the mediation. This means that people with knowledge of the dispute and people with the necessary authority to settle shall attend. Any exceptions to this rule shall be arranged between the Parties and their counsel in advance. If a Party comes to a mediation session without a necessary person and without having attained the agreement of the other side, that Party shall pay the full cost of the scheduled session. If a Party postpones or cancels a mediation session with less than one week's notice, that Party shall be liable for the entire fee for that session.

7. **Written Agreement:** If the dispute is resolved, a written agreement shall be drafted and signed by the Parties and counsel, if any. If a legal or administrative proceeding is currently pending, plaintiff's or petitioner's counsel shall be responsible for filing the necessary papers with the clerk of the appropriate court or agency to dismiss, withdraw or settle the legal or administrative proceeding with prejudice.

8. **Fees:** The Mediator's fee is \$300.00 per hour for all time spent in administration, preparation, and mediation of the case. The fee shall be shared equally by the Parties, unless they agree to a different arrangement. If the \$1,800.00 deposit paid to the Nassau County Bar Association is exhausted and the Parties wish to continue the mediation, the Parties, or any of them, shall arrange for the delivery to the Mediator of an additional deposit, in a sum agreed upon between the Parties and the Mediator, for the Mediator's service beyond the initial six (6) hours.

9. **Counterparts and Facsimile Signatures:** This Agreement may be signed in counterparts and executed by the exchange of facsimile signatures which shall be deemed original signatures.

Dated: \_\_\_\_\_

**PARTY 1 (PLAINTIFF/PETITIONER)**

**PARTY 2 (DEFENDANT/RESPONDENT)**

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature of Party 1*

\_\_\_\_\_  
*Signature of Party 2*

**ATTORNEY FOR PARTY 1**

**ATTORNEY FOR PARTY 2**

\_\_\_\_\_  
*Print Firm Name*

\_\_\_\_\_  
*Print Firm Name*

\_\_\_\_\_  
*By-Print Name*

\_\_\_\_\_  
*By-Print Name*

\_\_\_\_\_  
*Signature of Attorney for Party 1*

\_\_\_\_\_  
*Signature of Attorney for Party 2*

**MEDIATOR** Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*If multiple parties, please add appropriate signature page(s).*