

**Coast to Coast ADR**  
**Agreement for a VIRTUAL Mediation**

*Effective January 1, 2023*

Case Name: \_\_\_\_\_

Case Court \_\_\_\_\_ Docket # \_\_\_\_\_

Case Type & Style: \_\_\_\_\_

Status of Litigation: \_\_\_\_\_

The undersigned parties each agree to submit the above-referenced matter to virtual mediation and agree that \_\_\_\_\_ shall serve as the mediator. The parties further agree that:

1. The parties each acknowledge receipt of the mediator's disclosure of conflicts of interest and/or affiliations and/or relationships with any party, attorney, insurer or identified expected witness and of mediator's opinion of being free of bias toward or adverse to any party, attorney, insurer or witness in this matter and of the mediator's expression of being qualified by background, training, education and experience to hear and decide this dispute.
2. The parties estimate that the mediation shall most likely take  day or  half day (check one box) to complete.
3. The parties agree that the mediation will take place at the time and place on page 2.
4. Accordingly, the parties presently agree to deposit a total of \$2,500 (half day) or \$4,800 (full day) with C2C ADR for the mediator's fee.
5. Payment shall be made by check payable to Coast to Coast ADR five (5) days before mediation commencement.
6. Neither the mediator nor Coast to Coast ADR are liable for any act or omission in connection with the mediation of this matter or in connection with this matter (unless they act fraudulently or intentionally in bad faith).
7. All parties and their attorneys recognize and agree that the mediator's work product and all communications within the mediation are confidential and are not be subject to disclosure in any legal or administrative matter except as provided by the law of the jurisdiction wherein the mediation occurs or the case is filed.
8. The parties request that all confidentiality be maintained and to accomplish same they each agree to defend and indemnify the mediator and Coast to Coast ADR in resisting efforts to subpoena or otherwise obtain said materials or testimony.
9. The parties request that all materials provided to the mediator be returned to the party who provided same at the close of mediation.
10. The parties request that all mediator notes be destroyed sixty days after the close of mediation.
11. Each party represents that the principal person with authority to agree to settlement terms on that party's behalf shall be present at all mediation sessions.
12. An insurance claims person with authority shall be present for all cases unless released by agreement of all parties (experience having demonstrated that the success rate of a mediation is directly related to the presence of ALL decision makers particularly insurers).
13. Each participant to the mediation agrees that he/she will permit no one not a participant who has signed this from and provided same to the Mediator will be permitted to overhear ANY part of the mediation or see ANY screens used virtually.
14. Each participant to the mediation agrees that he/she will NOT RECORD any aspect of the voice or screen display of this mediation.
15. Each participant to the mediation hereby acknowledges that he/she is relying on the integrity of the confidentiality and privacy aspects of this mediation as a condition of participation herein.

"Discourage litigation. Persuade your neighbors to compromise whenever you can. Point out to them how the nominal winner is often the real loser—in fees, and expenses, and waste of time. As a peace-maker the lawyer has a superior opportunity of being a good man. There will still be business enough." Abraham Lincoln

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**No Location is chosen for this Mediation as it is going to be conducted virtually via the ZOOM platform.**

**The mediator will send out ZOOM Meeting Invitations to each participant via email with a Meeting Code and a Password. DO NOT SHARE ANY MEETING ID OR PASSWORD WITH ANYONE NOT AUTHORIZED BY THE MEDIATOR TO PARTICIPATE IN THE MEDIATION.**

**Date and Time Scheduled by the parties for the Mediation is: Date: \_\_\_\_\_ Time: \_\_\_\_\_**

Parties and Role: \_\_\_\_\_

Parties and Role: \_\_\_\_\_

Parties and Role: \_\_\_\_\_

Parties and Role: \_\_\_\_\_

Attorney for \_\_\_\_\_

Attorney for \_\_\_\_\_

Attorney for \_\_\_\_\_

Attorney for \_\_\_\_\_

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