

TENNANT & EWER, P.C.
ATTORNEYS AT LAW

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MEDIATOR

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AGREEMENT FOR MEDIATION

Case: _____

The undersigned parties have agreed to participate in mediation concerning the above-referenced case, to employ the services of Raymond S. Ewer as the mediator (the "Mediator"), and hereby agree to the following:

1. The Mediator: (a) is an impartial participant who does not represent any party; (b) has no binding decision making authority concerning either the merits or valuation of the claim which is the subject of the mediation; and (c) is not a source of legal advice.
2. The parties are encouraged to consult with their legal, financial, and other advisers. The process of mediation is a voluntary one and the parties may withdraw from the process at any point.
3. In order to promote candid and forthright negotiations and communications during mediation, the parties agree that all communications, statements, and submissions, whether oral or written, including without limitation all offers, demands, and promises, made or provided during mediation by any person including the Mediator, as well as the Mediator's work product, are confidential and privileged from disclosure in any judicial, administrative, or private proceeding, and shall not form the basis for a claim or defense by any party to the mediation.
4. The parties agree that the confidentiality of the negotiations, communications, and statements made during mediation shall be protected by General Laws, chapter 233, section 23C, the provisions of which are incorporated herein by reference.

5. The parties agree not to call the Mediator as a witness or as an expert in any pending or subsequent proceeding involving the parties and relating in any way to the dispute which is the subject of the mediation, and further agree that neither the Mediator nor his work product shall be subpoenaed in any proceeding.

6. The parties agree that the Mediator shall not be liable to any party for any act or omission in connection with the services performed under this Agreement.

7. The parties agree that any party who violates this Agreement shall indemnify the Mediator for all resulting costs.

8. Each party acknowledges having received a copy of the Fee Schedule and agrees to be bound by the terms thereof. All payments are due within fifteen (15) days of the billing date, and shall bear interest at one (1%) percent per month thereafter until paid. All costs, including reasonable attorneys fees, incurred in collecting unpaid accounts shall be paid by the non-paying party.

Date: _____

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