

**LAWRENCE J. DAY
Attorney & Mediator
1594 Kings Carriage
Grand Blanc, MI 48439**

(810) 603-3400

AGREEMENT FOR MEDIATION

UPON THE AGREEMENT OF THE UNDERSIGNED a mediation hearing will be held on _____ at _____
Date Time
at _____
Location and Address

IT IS UNDERSTOOD AND AGREED by the undersigned that the process they are entering into is defined by MCR 2.411(A)(2) as follows:

“Mediation” is a process in which a neutral third party facilitates communication between parties, assists in identifying issues, and helps explore solutions to promote a mutually acceptable settlement. A mediator has no authoritative decision-making power.

IT IS UNDERSTOOD AND AGREED a key element to the success of the mediation process is that all **“interested parties”** must attend the mediation hearing. This provision will be deemed to have been complied with by a party if the following persons are physically present at the mediation hearing:

- (1) The party’s counsel; and
- (2) The party or a representative having full authority to settle without further consultation; and
- (3) A representative(s) of the insurance carrier(s) for any insured party who has full authority to settle up to the amount of the last demand or policy limits, whichever is less, without further consultation; and
- (4) All persons and/or entities that have asserted liens or are otherwise essential to the disposition of the matter.

IT IS UNDERSTOOD AND AGREED that counsel for each party shall present a short written summary to the mediator seven (7) days prior to the mediation hearing.

IT IS UNDERSTOOD AND AGREED that the Mediator may conduct short, private meetings separately with each side. Such meetings, referred to as “caucuses,” often take place after the initial joint session. Caucus is an important aspect to the negotiation process. It provides a setting where parties can be more candid with the Mediator than they might otherwise be in front of their adversaries. Comments made in caucus are **confidential** and will not be revealed by the Mediator, and/or any agreed upon Mediation Trainee/Observer, to any person not present for the caucus without express permission to do so.

IT IS UNDERSTOOD AND AGREED that all mediation sessions (joint sessions, caucuses, etc.) are settlement negotiations which are not admissible in subsequent legal proceedings pursuant to Rule 408 of the Michigan Rules of Evidence and Michigan Court Rule 2.411(C)(5). Moreover, the parties agree they are contractually bound by this Agreement not to subpoena the Mediator and/or Mediation Trainee/Observers and/or their notes, records or memos, etc.

IT IS UNDERSTOOD AND AGREED that work performed by Lawrence J. Day will be billed at a rate of \$195 per hour. Unless the Parties agree otherwise all charges shall be divided and paid equally by Counsel for the parties. It is understood and agreed that Counsel for the respective parties are obligated to pay Lawrence J. Day, P.C. and then may pursue reimbursement from their respective clients if they so choose.

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

LAWRENCE J. DAY, P.C., MEDIATOR