

Beaufort/Jasper Community Conflict Resolution Center

126 Somewhere Road
Suite 206
Beaufort, South Carolina 29920
BJCCRC.org

CONSENT and AGREEMENT TO MEDIATE

This is an agreement among the undersigned (“*The Parties*”) and Beaufort/Jasper Community Conflict Resolution Center (“*Mediators*”) to enter into mediation with the intent of resolving issues to:

_____.

The parties and mediator are satisfied as to the ability of the mediator to act as a neutral and unbiased participant in this mediation process and that the mediator has no conflict of interest in mediating for the parties.

NATURE OF MEDIATION

Beaufort/Jasper Community Conflict Resolution Center shall appoint _____ as mediator for these negotiations. The parties agree that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual, and informed manner. It is understood that the Mediator has no power to decide disputed issues for the parties. The parties agree that the mediator’s objective is to facilitate the parties themselves reaching their most constructive and fairest agreement. The parties also agree that the mediator has an obligation to work on behalf of each party equally and that the mediator will not render therapy within the mediation.

LEGAL REPRESENTATION

Neither Beaufort/Jasper Community Conflict Resolution Center nor the mediator assigned to this mediation will provide legal advice to either party and does not represent either party. The parties must retain, if so desired, their own legal counsel for the purpose of obtaining legal advice. If the mediator provides any assessment on any legal issue or assistance in drafting a settlement agreement, that assessment or drafting assistance is in his/her role as mediator, and does not constitute legal advice to any party or representation of party. The parties are encouraged to secure such legal advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement.

MEDIATION IS VOLUNTARY

Mediation is voluntary. Any party may withdraw from or suspend the mediation at any time, for any reason. In addition, the mediator may suspend or terminate the mediation if he/she feels that the mediation will lead to an unjust or unreasonable result; that an impasse has been reached; or

that he/she can no longer effectively perform his/her facilitation role. The mediator is authorized to meet and (“caucus”) with each party separately during the mediation session. Any communication or document disclosed to the mediator during the caucus may be communicated and disclosed to the other party unless the mediator is advised otherwise.

CONFIDENTIALITY

It is agreed between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceedings. Only a mediated agreement, signed by both parties may be so admissible. The parties further agree to not call the mediator or Beaufort/Jasper Community Conflict Resolution Center to testify concerning the mediation or to provide materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. The parties agree the mediator has an ethical responsibility to break confidentiality if he/she suspects another adult or child may be in danger of harm.

FULL DISCLOSURE

Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions. If the parties agree that a summary of each party’s understanding of the facts and theory relative to the issues of liability and damages presented to the mediator, prior to the mediation session, would facilitate the role of the mediator in conducting a more expeditious and effective mediation, the summaries should be submitted to the mediator and exchanged between the parties not less than seven (7) days prior to the scheduled mediation session and should not exceed six (6) pages. Portions of the summary may be designated as “Confidential: Solely for the Mediator.”

AUTHORITY TO MEDIATE

The parties will be personally present for the mediation. Business entities will be represented by a senior person with settlement authority. Governmental entities will be represented by a senior person with settlement authority, or in the case of a governmental body such as a School Board or Select Board which cannot feasibly send a full contingent, a member of the governmental body who has the authority to recommend the approval of any settlement by the body with a good faith expectation that the body will approve the member’s recommendation. In cases controlled in some way by insurance carriers, a representative of the insurance carrier with settlement authority shall attend in addition to the insured party. “Settlement Authority” means the ability to access the full settlement resources of the party.

MEDIATOR IMPARTIALITY

The parties agree that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation or in any court or other proceeding. The parties agree that the mediator may discuss

By: Beaufort/Jasper Community
Conflict Resolution Center

Date