

FORT BEND COUNTY DISPUTE RESOLUTION CENTER

Where Conflict Meets Solution

AGREEMENT TO MEDIATE -- WAIVER AND CONSENT

Plaintiff(s), _____, and Defendant(s), _____, in good faith, hereby execute this Agreement and Waiver and in doing so agree to the Ft. Bend County Dispute Resolution Center ("DRC"), and its mediator(s), to act as mediator(s) in the resolution of their dispute pursuant to the following terms and conditions:

1. I agree to a spirit of open and full disclosure, and to provide complete and accurate information during mediation, including facts, documents, financial data, etc., so that, all parties can reach informed decisions. I further agree that I am to remain present during the entire mediation until I am dismissed by the mediator, and leaving prior being dismissed will be reported to the Court.
2. I understand that the mediator is a neutral third party, who **is not** a legal advisor, and will **not** provide legal advice to any party involved in mediation. I understand that the mediator is only acting as a scrivener to memorialize any agreement of the parties. I understand that each party has the right to his or her own attorney, and parties are encouraged to consult an attorney at such time(s) as they deem appropriate throughout the mediation process. I agree to notify all participants in the process if I have or obtain an attorney in this matter. I agree to hold anyone serving as my mediator(s) harmless for any observations, suggestions, or implications that he/she may make in the course of mediation. I waive any right of action I may have against the person(s) serving as my mediator(s) and the DRC for any allegation of wrongful conduct on his/her part or on the part of the DRC staff while acting in the course of the mediation herein agreed to.
3. I agree to the necessity that mediation be **confidential** and, therefore, understand neither the mediator(s) nor the DRC may be called as witnesses in any court of competent jurisdiction to testify to facts concerning or relating to the subject matter here being mediated. Further, I will not subpoena documents or information about my case which may have been retained in any file of the DRC. I also understand that the mediator will not discuss the contents of the mediation with either party's attorney or other independent professional, outside the mediation session, without written permission.
4. I agree that during the mediation session no recording devices may be used, no telephonic or electronic communication with the other party or third parties may be conducted during the mediation without the express approval of the mediator, and all notes made during the session will be destroyed.
5. If this dispute was referred for mediation by or through any court, I agree that the following information may be provided to the court: whether all scheduled parties attended the mediation; whether the case was appropriate for mediation; if the mediation was held; and if held, if an agreement was reached.
6. I understand if the mediator has cause to believe a child's, an elderly or disabled person's physical or mental health or welfare has been or may be adversely affected by abuse or neglect by any person, the mediator is **obligated by law** to report the same to the appropriate authorities and that those specific issues are not covered by the confidentiality of a mediation session.
7. Texas law now stipulates, "A mediated settlement agreement is **binding on the parties** if the agreement; (1) Provides in a prominently displayed statement that is in boldfaced type or capital letters or underlined, that the agreement is not subject to revocation; (2) Is signed by each party to the agreement; and (3) Is signed by the party's attorney, if any, who is present at the time the agreement is signed."
8. By signing this agreement, I am acknowledging and affirming that no firearms or other weapons are on my person or in my possession at the mediation or on the mediation premises. I understand that the mediator will not conduct the mediation if anyone present is armed with a weapon.

I consent to these terms and waive the rights herein specified, and I know that I have the right to consult legal counsel before executing this document.

Signature & Date

Signature & Date

Signature & Date

Signature & Date

Signature & Date

Signature & Date