

# OFFICE OF THE COMMON INTEREST COMMUNITY OMBUDSPERSON

Delaware Department of Justice

820 N. French St., 5<sup>th</sup> floor

Wilmington, DE 19801

## AGREEMENT TO MEDIATE

\_\_\_\_\_  
Filing Party (Print or type name)

\_\_\_\_\_  
Responding Party (Print or type name)

Matter #:

This is an agreement by the parties to participate in this mediation process. I understand that mediation is a voluntary and confidential process, which we may terminate at any time.

By signing this agreement, I indicate I am aware that information shared in the mediation sessions and all materials prepared for mediation are confidential. I will not try to force the mediator to produce documents or to give evidence relating to any mediation session in any court or administrative proceeding. I understand the mediator will not disclose confidential information provided during the course of the mediation or testify voluntarily on behalf of any party. I understand the mediator may find it helpful to meet with each party separately, but the mediator will not reveal what is said by either of us, without permission.

\_\_\_\_\_ Initial here if you request the Ombudsman to refer mediation to the Court of Common Pleas Community Mediation Program.

The Mediator will contact the parties to set a date, time and place for the mediation session and exchange of documents.

The parties further agree to the following:

1. No one may attend mediation without permission of all parties and the consent of the Mediator.
2. The Mediator will not serve as the representative or lawyer for any party. I was encouraged to consult with a lawyer prior to signing any agreement.
3. Any party including the Mediator may withdraw from or terminate the mediation at any time.
4. The Mediator cannot and will not impose an agreement or penalty. Only the parties can reach a resolution, and I agree to abide by the terms conditions of the agreement.
5. If we settle the dispute, the Mediator will put the agreement in writing and when signed, it shall reflect the wishes of each party in resolving the dispute. We intend it to be a contract between the parties instead of submitting the dispute to the court process. If a party violates the agreement, I understand either party may seek a remedy through the courts.
6. The Mediator will report to, or note for the Office of the Ombudsperson that mediation occurred and whether it was successful.
7. If I represent a homeowners association, or other corporation, I am authorized by the board to mediate and make agreements.

8. Mediation will take place at either: the Carvel State Office Building or the Kent County Levy Court Building, 555 Bay Road, Dover, DE, unless the parties and the Mediator agree otherwise.

9. Procedures used at mediation will conform to the description of "Mediation" on the Ombudsman's website at: [http://attorneygeneral.delaware.gov/fraud/cpu/ombudsman\\_adr.shtml](http://attorneygeneral.delaware.gov/fraud/cpu/ombudsman_adr.shtml)

10. The Ombudsman's current fee is \$100.00 per hour, for mediation, including travel time, preparation time, and time devoted to drafting a settlement agreement. Costs, if any, are extra.

I understand and agree to pay an equal share of the fee and costs for mediation or as otherwise agreed by the parties.

Other Agreements by the Parties:

\_\_\_\_\_  
Filing Party (Please print name)

\_\_\_\_\_  
Responding Party (Please print name)

\_\_\_\_\_  
Filing Party (Signature)

\_\_\_\_\_  
Responding Party (Signature)

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Mediator

Date: \_\_\_\_\_