

**Neal Rodar**  
**State and Main Mediation**  
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**AGREEMENT TO MEDIATE**

The purpose of this agreement is to make sure that you have a full and complete understanding as to the nature of my services and that you are in agreement with them.

Mediation is a private and voluntary process during which you will have the opportunity to listen and talk with each other, consider each other's views and opinions and come to a voluntary settlement regarding the issues. My role as the mediator is to facilitate this process and to provide you with a safe environment in which to work. The responsibility for the resolution rests with you, the parties. The parties understand that no agreement will be considered final and binding unless the agreement is signed by all parties. Because this is a voluntary process, you may terminate the session at any time.

I am a neutral in this process and will not give any legal advice or act as an attorney in any capacity. You are encouraged to consult with independent professionals including attorneys, accountants and others at any time.

As provided by Vermont law, most communications made during the mediation session, including those of the mediator, are not subject to discovery and are inadmissible in evidence unless the privilege is specifically waived by all the parties to the mediation.

I will treat any information provided during the mediation as confidential and will not disclose to others any mediation communications. Specifically excluded from this agreement of confidentiality is any information that I may become aware of regarding a serious threat of harm to any individual.

You as the parties agree to fully disclose any and all information including financial information that is necessary for the mediation. Subsequent findings of nondisclosure of appropriate information may constitute grounds for nullifying any agreement reached by the parties.

My fee for mediation is \$\_\_\_\_\_.00 per hour and is expected to be paid at the end of each session unless otherwise agreed upon.

By signing below you are indicating your full understanding of this agreement and are doing so of your own free will. The parties understand that no agreement will be considered final and binding unless the agreement is signed by all parties.

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

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