

CASE NO. \_\_\_\_\_

**AGREEMENT TO MEDIATE**

1. Mediation is an informal process in which a mediator facilitates the parties' efforts to negotiate an agreement that is mutually acceptable to both parties.
2. There is no cost for the use of the mediator's services.
3. You understand that the mediator is not acting as a judge or advocate for either party. The mediator will not decide the case and no one will force you to reach an agreement.
4. You understand that the mediation process is confidential. This means you will not share with others what was discussed in the mediation meetings if the matter is not resolved (for example, offers of settlement).
5. If participating by video or phone conference, you agree that you will do so in private and you will not record any session. You understand that the only exception to the confidentiality rule is the mediator's legal requirement to report abuse of children, the elderly or disabled persons.
6. Because mediation is a voluntary process, each party has the right to terminate mediation at any time and for any reason as does the mediator.
7. When both parties have agreed to mediation, a Rule 31 Listed Mediator with the Mid-South Community Justice & Mediation Center will be in contact to schedule and conduct the mediation pursuant to Tennessee Supreme Court Rule 31.
8. You understand that if all participants agree that if an agreement is reached it will be reduced to writing and when signed it will be binding on all participants of the mediation.
9. You understand that the mediator(s) may not provide legal advice.
10. You agree that a description of the case may be used for research, education, or training, or any combination of these, but only if information that might identify the parties has been removed.

**I have read and signed the Consent To Mediate and my signature affirms my agreement to all of its terms.**

**AGREEMENT TO MEDIATE (PLAINTIFF)**

Plaintiff's (or, if represented, Attorney's) Signature: \_\_\_\_\_

Plaintiff's (or, if represented, Attorney's) Print Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Return to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CASE NO. \_\_\_\_\_

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**AGREEMENT TO MEDIATE (DEFENDANT)**

Defendant's (or, if represented, Attorney's) Signature: \_\_\_\_\_

Defendant's (or, if represented, Attorney's) Print Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Return to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_