**Mediation Agreement**

1. **Selection of Mediator.** The parties agree to mediate their dispute with Marshall A. Bennett, Jr.
2. **Location of Mediation.** The Mediation will take place at [LOCATION].
3. **The Dispute.** [INSERT DESCRIPTION].
4. **Disclosure of Interested Parties and Persons with Knowledge.** Exhibits A and B attached are separate listings prepared by the Parties of (i) the names and addresses of each person or organization having more than a one percent ownership interest in a Party; (ii) the names, addresses, and titles or each officer and director of a Party; and (iii) the names and addresses of each person knowing information relevant to the Dispute described above. The Mediator has checked the names on Exhibits A and B and has reported whether he has or has had a professional, business, or social relationship with the listed persons and organizations. The Parties have reviewed the Mediator’s report, and are satisfied that any disclosed relationships will not affect the Mediator’s neutrality.
5. **Mediation Fee.** The fee for this Mediation is $5,000.00. This fee covers all pre-Mediation conferences with counsel for the parties, pre-Mediation review of materials relating to the dispute, pre-Mediation planning by the Mediator, a one-day Mediation conference, and the preparation and issuance of a Mediator’s proposal after the Mediation conference, if requested by the parties.
6. **Travel Time and Expenses.** If the mediation takes place at a location other than Columbus, Ohio, travel time will be at the rate of $500.00 per hour, and travel expenses will also be charged.
7. **Deposits.** Within fourteen days of the date hereof, the parties shall deposit $5,000.00 with the Mediator. If the mediation is to take place at a location other than Columbus, Ohio, the parties shall deposit an additional sum sufficient to cover travel and expenses. After the Mediation, amounts held on deposit will be applied to pay the Mediation fee and, if applicable, charges for travel time and expenses. If a surplus remains after this payment, it will be refunded to the parties.
8. **Confidentiality.** The parties agree this Mediation shall be confidential and all Mediation communications shall be privileged to the fullest extent permitted under Ohio Rev. Code Ann. §2710.01, et seq. The parties shall be responsible for enforcing this provision.
9. **Mediator’s Role.** The Mediator's role is limited to that of a settlement facilitator. The Mediator does not act as an attorney or advocate for or give legal, tax, or other professional advice to the Parties or their counsel. The Parties acknowledge and agree that no attorney-client or fiduciary relationship exists or will exist between them and the Mediator. The Parties further agree they will assert no claims, demands, or actions against the Mediator, or any other person or organization connected with the Mediator, for or in connection with any act or omission during the Mediation.
10. **Subsequent Proceedings.** No Party may call the Mediator as a witness in any subsequent proceedings relating to the Mediation or the Dispute described above.

The parties have entered into this Mediation Agreement on the date(s) indicated by their signatures below.

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| --- | --- |
| Claimant    Name:  Date:  Organization:  Title: | Respondent    Name:  Date:  Organization:  Title: |

**EXHIBIT A**

[PARTY NAME’s] Listing of Interested Parties and Persons with Knowledge

**EXHIBIT B**

[PARTY NAME’s] Listing of Interested Parties and Persons with Knowledge