**MEDIATION AGREEMENT**

 1. **PARTIES AND MEDIATOR**: ATTY (plaintiff’s counsel), ATTY(defense counsel) hereby agree to participate in a mediation procedure pursuant to the following terms and conditions and have selected Timothy W. Kelly as the mediator. None of the parties, nor the above- named mediator, know of any circumstances that would cast doubt regarding the impartiality of the mediator. The mediation conference will be conducted on DATE commencing at TIME at the offices of LOCATION.

 2. **ROLE OF THE MEDIATOR**: It shall be the role of the mediator to assist the parties in reaching a settlement of their dispute. It is agreed that the mediator will not provide legal advice, and the parties will rely solely on the advice of their own attorneys as well as their own judgment in arriving at a resolution of their dispute.

 3. **GOOD FAITH PARTICIPATION AND OF WITHDRAWAL:** The parties agree that they are entering this mediation process in good faith, but any party may withdraw from the mediation at any time it deems appropriate. In the event of withdrawal, each party will remain responsible for its share of fees and expenses incurred up to the time of withdrawal.

 4. **ATTENDANCE AND SETTLEMENT AUTHORITY**: The parties acknowledge that they have been advised they should attend the mediation sessions in person, but their presence is not required, so long as they are represented by their attorney or other representative. The parties will have an individual present who has the authority to agree to a settlement within the terms related to the limit of the demand. If the person with authority to settle will not be available to attend, the other party or parties shall be notified in advance of the session.

 5. **PRE-CONFERENCE SUBMISSIONS**: The parties agree that a summary of each party’s understanding of the facts and theories relative to the issues of liability and damages, presented to the mediator prior to the conference, would facilitate the role of the mediator in conducting a more expeditious and effective mediation. The summary should be submitted to the mediator and may be exchanged between the parties not less than five (5) days prior to the conference.

6. **AUTHORITY TO CAUCUS:** The mediator is authorized to meet and

caucus with each party separately during the conference. Any communication is confidential unless otherwise indicated.

 7. **CONFIDENTIALITY**: The parties agree and understand that the mediation proceedings constitute settlement negotiations between them. Therefore, all statements made by the parties or their representatives, relating to the mediation process, and any documents created for or during the mediation process, are inadmissible and not discoverable for any purpose, including impeachment, in any pending or subsequent proceeding.

 8. **MEDIATOR’S IMMUNITY**: The parties agree they will neither request nor subpoena the mediator to testify in any matter for any reason, nor will the parties request or subpoena the mediator’s notes, records, or other materials in the possession of the mediator for any purpose. The parties agree that the mediator shall have the same limited immunity as judges and court employees have under the laws of the State of Illinois and agree to defend and indemnify the mediator in connection with any summons or subpoena arising out of the mediation proceeding. The parties also agree the mediator is not a necessary party in any judicial, quasi-judicial or administrative proceeding arising out of this mediation.

 9. **FEES AND EXPENSES**: The mediator shall be entitled to be compensated at a rate of Three Hundred Dollars ($300.00) per hour or any portion thereof, including time required for review of the pre-conference submissions, plus actual expenses, including travel costs, incurred in the procedure. A minimum of three (3) hours of billable time shall be due the mediator for the first conference. The cost of the mediator’s fees and expense shall be paid by all counsel or his or her principal on a pro-rata basis, or pursuant to the parties’ agreement, and shall be paid within thirty (30) days of receipt of the mediator’s billing statement.

 **IN WITNESS WHEREOF**, by their signatures hereto, each party, individually, or by their duly authorized representative, certifies that it agrees with the provisions herein. This agreement may be signed in counterparts.

 **PARTIES**:

 Plaintiff(s)/Counsel

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 Defendant(s)/Counsel

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 **MEDIATOR**:

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 Timothy W. Kelly