

# Ingenuity Enterprises International, Inc.

P.O. Box 728, Evergreen CO 80437-0728

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Case No. \_\_\_\_\_

## MEDIATION/FACILITATION AGREEMENT

The provisions of this agreement are as follows:

1. Unless agreed to otherwise by the participants and the mediators, the above-named mediator(s) are the sole mediator(s).
  
2. The mediator(s) are neutral facilitators who will assist the participants to reach their own settlement. He (they) will not make decisions about "right" or "wrong" or tell the participants what to do.
  
3. The mediator(s) do not offer legal advice nor do they provide legal counsel. Each participant is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and obligations. Although a mediator may be an attorney, a mediator does not provide legal advice, nor act as a legal advocate, for any participant who has retained the mediator(s) for mediation.
  
4. It is understood that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential. Therefore:
  - a. The mediator(s) will not reveal the names of participants or anything discussed in mediation unless expressly requested to do so by all participants. It is understood that the mediator(s) are not required to maintain confidentiality if they have reason to believe that someone is in need of protection or if either participant is in danger of bodily harm.
  
  - b. The participants agree that they will not at any time, before, during, or after mediation/facilitation, call the mediator(s) or anyone associated with Ingenuity Enterprises Int'l, Inc. as witnesses in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediator(s) or anyone associated with Ingenuity Enterprises as witnesses, that right is hereby waived.
  
  - c. The participants agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator(s) in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to demand these documents, that right is hereby waived.
  
  - d. If, at a later time, either participant decides to subpoena the mediator(s) the mediator(s) will move to quash the subpoena. That participants agree to reimburse the mediator(s) for whatever expenses they incur in such an action (including attorney's fees) plus \_\_\_\_\_ per hour per mediator(s) for all the time is taken by this matter.
  
  - e. The exception to the above is that this agreement to mediate/facilitate, and any written agreement made and signed by the participants as a result of this mediation, may be used in any relevant proceeding, unless the participants make a written agreement not to do so.
  
5. It is understood that full disclosure of all relevant and pertinent information is essential to the mediation/facilitation process. Accordingly, there will be a complete and honest disclosure by each of the participants to the other and to the mediator(s) of all-relevant information and documents. This includes providing each other and the mediator(s) with all information and documentation that usually would be available through the discovery process in a legal proceeding. If either participant fails to make such full disclosure, then any agreement reached in mediation may be set aside.

6. While all participants intend to continue with mediation until a settlement agreement is reached, it is understood that either or all participants may withdraw from mediation at any time. It is agreed that if one or more participants decide to withdraw from mediation/facilitation, best efforts will be made to discuss this decision in the presence of both participants and the mediator(s).

7. If the mediator(s) determine that it is not possible to resolve the issues through mediation/facilitation, the process can be terminated once this has been conveyed to the participants and confirmed in writing.

8. When an agreement is reached, the mediator(s) will prepare a Memorandum of Understanding. Each participant is advised to review this with their own attorney before the agreement is placed in final form and signed by the participants.

9. The participants agree to share the cost of mediation which shall be \_\_\_\_\_per hour, per mediator.

This is an agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between

\_\_\_\_\_ and \_\_\_\_\_

(hereinafter referred to as participants) and **Lawrence A. Cerrillo** and \_\_\_\_\_ (hereinafter referred to as mediators). The participants have entered into mediation/facilitation with the mediator(s) with the intention of reaching a consensual settlement of their issue(s) regarding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read, understand, and agree to the provisions of this agreement.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: Lawarance A. Cerrillo Date: \_\_\_\_\_  
\_\_\_\_\_