



Alternative Dispute Resolution (ADR) - MEDIATION AGREEMENT

Case Name: _____

Case Number, if applicable: _____

Type of Dispute: _____

The undersigned parties voluntarily agree to participate in mediation through the Lancaster Bar Association Mediation & Arbitration Program ("Program") and agree to the following terms:

1. Voluntary Mediation

The parties understand that mediation is a voluntary process in which a neutral mediator assists the parties in communicating, negotiating, and attempting to reach a mutually acceptable resolution.

The mediator does not decide the outcome of the dispute. Only the parties may resolve the dispute, and no party is required to reach an agreement.

Any party may withdraw from mediation at any time.

2. Role of the Mediator

The mediator is a neutral and impartial third party and does not represent or advocate for any party.

The mediator may:

- Facilitate communication between the parties;
- Help identify and clarify issues;
- Assist the parties in exploring possible resolutions; and
- Help the parties evaluate options for settlement.

The mediator does not provide legal advice or determine the legal rights or obligations of the parties.

Although the mediator may be a licensed attorney and a member of the Lancaster Bar Association, no attorney-client relationship or privilege is created between the mediator and any party.

3. Legal Representation

Parties may be represented by legal counsel but are not required to have an attorney present.

The parties are encouraged to consult with independent legal counsel regarding their rights and any proposed settlement.

4. Authority to Settle

Each party agrees to ensure that all individuals necessary to make decisions regarding resolution of the dispute are available to participate in the mediation, including an insurance representative when appropriate.

5. Confidentiality

The parties understand that mediation communications are strictly confidential, except as otherwise required by law or agreed to by the parties.

The parties agree to maintain the confidentiality of mediation communications and understand that information disclosed during mediation should not be used or disclosed outside the mediation except as permitted by law.

6. Good-Faith Participation

The parties agree to participate meaningfully in the mediation and comply with reasonable procedures established by the mediator.

7. Settlement Agreement

If the parties reach a settlement, the terms may be documented in a written agreement signed by the parties.

The mediator does not guarantee that the mediation will result in a settlement and is not responsible for the terms of any agreement reached by the parties.

8. Fees and Expenses

The parties agree to pay the fees and expenses associated with the mediation in accordance with the LBA Mediation & Arbitration Program Overview and Guidelines.

The initial filing fee is \$1,150, which includes the LBA's \$200 non-refundable administrative fee and \$950 for up to three (3) hours of mediator services.

Unless otherwise agreed by the parties, fees and expenses shall be divided equally.

The parties understand that additional fees may apply if the mediation requires more than the time included in the initial fee or if additional expenses are incurred.

9. LBA Administration

The Lancaster Bar Association administers the Program but does not act as a party, advocate, attorney, or mediator in the dispute.

The LBA's role is limited to administering the Program, including receiving requests, maintaining the approved panel, assisting with mediator selection and assignment, collecting applicable fees, and providing administrative support.

10. No Guarantee

The parties understand that the LBA does not guarantee a particular outcome or settlement and makes no representations regarding the outcome of the mediation.

11. Release and Limitation of Liability

To the extent permitted by law, the parties agree that the LBA, its officers, directors, employees, agents, volunteers, and the mediator shall not be liable for any act or omission arising out of or relating to the mediation or administration of the Program.

12. Agreement to Program Guidelines

The parties acknowledge that they have received or reviewed the Lancaster Bar Association Mediation & Arbitration Program Overview and Guidelines and agree to comply with those Guidelines and the reasonable procedures established by the mediator.

ACKNOWLEDGMENT AND AGREEMENT

By signing below, the parties acknowledge that they have read and understand this Mediation Agreement and voluntarily agree to participate in mediation through the Lancaster Bar Association ADR Program.

PARTY 1

Name: _____

Signature: _____

Date: _____

PARTY 2

Name: _____

Signature: _____

Date: _____

Additional Party, if applicable

Name: _____

Signature: _____

Date: _____

MEDIATOR ACKNOWLEDGMENT

I acknowledge my appointment as mediator and confirm that I have reviewed the case information provided to me. I agree to conduct the mediation in accordance with the LBA ADR Program Guidelines, Code of Ethics, and applicable professional standards.

Mediator: _____

Signature: _____

Date: _____

Please return completed form to:
Lancaster Bar Association, 28 East Orange Street, Lancaster, PA 17602.