

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – LAW DIVISION**

| | | |
|---------------|---|--------|
| |) | |
| |) | No.: |
| |) | |
| Plaintiff(s), |) | |
| |) | |
| v. |) | Judge: |
| |) | |
| |) | |
| |) | |
| Defendant(s). |) | |

MEDIATION AGREEMENT

1. Parties And Mediator: In the matter of [Plaintiff] v. [Defendant] in the action now pending in the Circuit Court of Cook County as Case No. _____, the undersigned parties and mediator agree to participate in a mediation procedure pursuant to the following terms and conditions. The parties and the mediator are satisfied as to the ability of the mediator to act as a neutral and unbiased participant in these proceedings.

2. Date, Time And Place Of The Mediation Conference: The mediation conference shall be held on [date], at [time], [location].

3. 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 although the mediator may express opinions on the applicability of the law to the facts to the extent such opinions may, in the judgment of the mediator, be helpful in facilitating a settlement. The parties agree they will rely solely on the advice of their own attorneys as well as their own judgment in arriving at a resolution of their dispute.

4. Good Faith Participation: The parties agree that they are entering into this mediation process in good faith and shall make a sincere effort to arrive at a mutually acceptable resolution of the dispute. During the proceedings, any party or the mediator may elect to terminate its furtherance. In the event of termination, each party will remain responsible for its share of fees and expenses incurred to that point.

5. Attendance: All the parties shall appear at the proceeding with their attorney of record, if any. A non-individual party shall appear by a duly authorized representative with authority to negotiate settlement of the dispute on behalf of that party. If any party shall not be able to attend the session on the scheduled date, the fact shall be communicated to the mediator and the other parties not less than seven (7) days in advance thereof.

6. Pre-Conference Submissions: The parties agree that a summary of each party's understanding of the facts and theory 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 exchanged between the parties not less than seven (7) days prior to the conference and should not exceed six (6) pages. Portions of the summary may be designated as "Confidential: Solely for the Mediator."

7. Authority To Caucus: The mediator is authorized to meet and caucus with each party separately during the conference. Any communication or document disclosed to the mediator during the caucus may be communicated and disclosed to the other party unless the mediator is otherwise advised.

8. 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. However, evidence that is otherwise admissible or discoverable is not rendered inadmissible or non-discoverable as a result of its use in the mediation process. A settlement agreement shall be signed and binding upon all parties thereto.

9. Mediator Privilege And 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 any materials in the possessions 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.

10. Fees And Expenses. The mediator shall be entitled to be compensated at the rate of _____ Dollars (\$_____) per hour or any portion thereof, including time required for review of the pre-conference submissions, plus actual expenses incurred in the procedure. A minimum of three (3) hours of billable time shall be due the mediator for the first conference unless it is cancelled not less than ten (10) days prior to the date scheduled.

The cost of the mediator's fees and expenses shall be borne equally by each side of the controversy and shall be paid within thirty (30) days of receipt of the billing statement

[Additional provisions, if any, not inconsistent with Circuit Court of Cook County Local Rule 20.]

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

Dated: _____

PARTIES:

By: _____

By: _____

MEDIATOR:
