

IN THE CIRCUIT COURT FOR FREDERICK COUNTY, MARYLAND

P.

v.

Case No. _____

D.

AGREEMENT TO MEDIATE

The parties and attorneys whose signatures appear below agree that all proceedings at their mediation sessions and any extension of such sessions, including any statement made or document prepared by any party, attorney, or other participant, are privileged and shall not be disclosed in any subsequent proceeding or document or construed for any purpose considered as an admission against interest. As used herein, the phrase "document prepared by any party, attorney, or other participant" shall not be deemed to apply to any settlement agreement that may result from their mediation session; and this agreement shall not apply to any such settlement agreement. The parties agree not to subpoena the Mediator or any documents prepared for mediation. In no event will a Mediator voluntarily testify on behalf of a party. The parties agree that the court may, in any action brought to enforce a settlement agreement, require the testimony of the Mediator to give evidence regarding the existence and terms of a settlement agreement, as described below.

No party may be bound by anything said or done at the session(s) unless and until a settlement agreement is reached and one of the following occurs: (1) such settlement agreement is reduced to a writing signed by all parties; or (2) the specific terms of the settlement agreement are entered into the record by an officer authorized by law to administer oaths (such as a court reporter) in the presence of and with the consent of all parties (or their authorized representatives); or (3) the specific terms of the settlement agreement are recorded by audio or video tape and each of the parties (or his/her authorized representative) audibly acknowledges on the audio or video tape that the terms are correct and that he/she consents to be bound by those terms.

Plaintiff

Defendant

Plaintiff's Attorney

Defendant's Attorney

Mediator

Date