



Agreement to Mediate

The undersigned parties agree to mediate before Angela St. Julien.

For the purpose of this mediation, the parties agree that:

1. The parties are satisfied with the qualifications and neutrality of the mediator, and no conflict of interest prevents his serving that capacity.
2. The parties will cooperate with each other and with the mediator in making a good faith effort to negotiate a prompt and reasonable settlement of this dispute.
3. The parties and their representatives will remain in attendance in good faith at the mediation session until an agreement is reached or the mediator and parties decide that the session should be postponed or terminated.
4. The parties will continue settlement negotiations following the mediation session, if requested by the mediator.
5. The parties' mediated agreement shall be memorialized in writing and is legally binding.

Confidentiality Agreement

The mediation process will be conducted in complete confidentiality. Therefore, no stenographic, visual, or audio record will be made of the proceeding. All conduct, statements, promises, offers, views, and options, whether verbal or written, made in the course of the mediation by any party, their agents, employees, representatives, or other invitees, or by the mediator, will constitute privileged communications, and will be deemed confidential and protected under the provisions of the Texas Alternative Dispute Resolution Procedures Act (Tex. Prac. & Rem. Code, Ann. Sec. 154.073). Subject to the rule that evidence otherwise discoverable cannot be insulated from discovery by disclosure in a mediation, all such conduct, statements, promises, offers, views, and opinions, whether oral or written, will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceedings involving the parties, and shall not be disclosed to anyone, including a referring court. No parts of this mediation shall be shared with anyone outside of this mediation without an agreement in writing by all parties, including social media and any other forms of communication.

No service of any subpoena, process, summons, complaint, citation, or writ will be made or attempted on any person at or near the site of the mediation or who may be entering, attending, or leaving the session. The mediator will never be subpoenaed or called as a witness by any party to such a proceeding.

Executed this _____ day of _____, 20____ in Houston, Texas.

Signature: _____
Party: Plaintiff/Complainant NAME

Signature: _____
Party: Defendant/Respondent NAME

Signature: _____
Attorney's name: _____

Signature: _____
Attorney's name: _____