

MEDIATION AGREEMENT

RE:

The undersigned parties understand and agree:

1. Mediation is a voluntary process, and either party may decline to participate or may terminate the mediation at any time.
2. The mediator has no authority to impose a settlement on either party, and either party is free to accept or reject any settlement proposal.
3. If the mediation results in a settlement, it will be binding on the parties, as is any settlement.
4. If the mediation does not result in a settlement, any offers made and not accepted are deemed withdrawn unless otherwise agreed, and further negotiations may proceed as if the mediation had not taken place.
5. Statements made in the mediation are in the nature of "offers to compromise" as that term is used in Rule 408 of the Utah Rules of Evidence and the Federal Rules of Evidence and will not be admissible in Court.
6. The parties agree not to assert any claim against the mediator for any act or omission in connection with the mediation except in the case of fraud. The parties agree that the mediator may not be called as a witness as to any statements made during the course of the mediation.
7. The parties understand and agree that the mediator does not enter into an attorney-client relationship with any of the parties, and he cannot give them legal advice.
8. The parties and the mediator understand that this mediation is subject to Utah Code Ann. Section 78-31b-8, a copy of which is attached hereto.
9. The parties agree that the mediator's fee shall be \$220.00 per hour, for preparation and conducting the mediation. The parties agree to split the fee equally.
10. The parties agree that the persons representing them at the mediation will have full authority to settle except as otherwise disclosed, in writing, prior to the mediation.

DATED this _____ day of _____, 2004

(signature)

(print name)