

AGREEMENT TO MEDIATE
DENVER BAR ASSOCIATION COURT ANNEXED MEDIATION PROGRAM

This is an Agreement to Mediate between the Parties, named below, and the Denver Bar Association Court Annexed Mediation Program ("CAMP"), represented by the Mediator(s), also named below. The Parties and CAMP agree as follows:

1. **Mediation** means "an intervention in dispute negotiations by a trained neutral third party with the purpose of assisting the parties to reach their own solution." C.R.S. §13-22-302 (2.4).
2. **Mediation is voluntary.** While the Parties willingly agree to participate in mediation in order to develop a mutually satisfactory agreement, any party may terminate the mediation at any time before the written Resolution Agreement is signed. If the mediation is terminated, the case will be decided by the Court. A decision reached by the Court may be different than a decision reached by the Parties.
3. **Mediation is not the practice law.** No attorney-client relationship exists between the Mediator(s) and any Party. The Parties understand that Mediators:
 - are impartial facilitators and do not offer legal advice.
 - are not advocates and do not represent any Party.
 - will not advise any Party regarding their legal rights or duties.
 - will not make decisions about the case and will not tell the Parties what to do regarding the case.

The Parties have the right to consult an attorney for legal advice and are encouraged to do so as they feel necessary.

4. **Preparation of Resolution Agreement.** The Resolution Agreement must be written and signed by all Parties to be enforced as an order of the court. The Mediator(s) are available to assist the Parties with formalizing their Resolution Agreement in writing; however, the Resolution Agreement is the sole and ultimate responsibility of the Parties. The Parties have the right to have the Resolution Agreement reviewed by an attorney before signing it.

5. **Confidentiality.** This mediation is governed by the provisions of the Colorado Dispute Resolution Act including the provisions of C.R.S. 13-22-307. The Parties agree that all communication in furtherance of or during this mediation is strictly confidential, is privileged, and may not be disclosed by any Party or the Mediator(s) in Court or for any other purpose. Mediator(s) will reveal to the Court only whether the case did or did not reach a resolution. There are some exceptions to this confidentiality provision:

- The written Resolution Agreement signed by the Parties is not confidential; when filed with the Court, it becomes a public record.
- This Agreement to Mediate is not confidential and may be enforced in any Court of law with appropriate jurisdiction.

- The following types of communication may be disclosed: statements revealing an intent to commit a felony, inflict bodily harm or threaten the safety of a child under the age of eighteen years; any statement required by state law to be made public; any statement necessary and relevant to an action alleging willful or wanton misconduct of the Mediator(s) or the mediation organization.

In addition, CAMP may review this mediation for research or educational purposes, and for the purpose of evaluating or monitoring the performance of the Mediator(s) or CAMP.

6. **Mediator(s) may not become witnesses and shall not be subpoenaed.** Mediator(s) may not be witnesses for or against any Party. Any records kept by CAMP or the Mediator(s) may not be subpoenaed for any purpose.

7. **Costs of Mediation.** The Parties will share equally the fees for mediation, unless they agree otherwise. The cost of the mediation is \$_____, payable in advance to the Denver Bar Association; each plaintiff will pay _____ and each defendant will pay _____. The amount indicated includes up to two hours of mediation time. If additional mediation time is requested by the Parties, each Party shall pay \$75.00 per hour for each hour of additional mediation time. The Parties understand that a portion of all fees will go to support the Denver and Colorado Bar Association Court Annexed Mediation Program and a portion will go to the Mediator(s).

By signing below, the Parties indicate that they have read, fully understand and agree to the terms of this Agreement to Mediate

Signed this _____ day of _____, 200__.

Plaintiff

Defendant

Attorney for Plaintiff

Attorney for Defendant

Other Person Present

Other Person Present

CAMP

By: _____

Date: _____

Court: _____

Case No.: _____