

B E T W E E N:

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- and -

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(“•”)

SUBMISSION TO MEDIATION

The parties, directly or through their solicitors, agree to retain the services of **Gerald P. Sadvari ADR Inc.** to provide mediation services of a dispute between them.

The parties agree to forthwith pay a retainer of \$8,000 plus HST, plus a non-refundable administration fee of \$250 plus HST. This fee is for up to a full day of mediation. Further services will require additional fees, paid in advance.

If the mediation is cancelled less than seven (7) days before it is scheduled to commence and it is not possible, acting reasonably to re-book the cancelled date with another mediation, a cancellation fee of \$2,500 plus HST plus the administration fee will apply.

The parties, directly or through their counsel, including the insurer representing them, if any, and their law firms, agree that:

1. all statements made and documents produced at the mediation and not otherwise discoverable shall not be subject to disclosure through discovery or any other process, shall be without prejudice and confidential, and shall not be admissible into evidence for any purpose; including impeaching credibility or to establish the meaning and/or validity of any settlement or alleged settlement arising from the mediation;
2. more particularly, the notes, records, statements made and the recollections of the Mediator shall be confidential and protected from disclosure for all purposes in accordance with paragraph (1);
3. the Mediator is being utilized for the sole purpose of facilitating settlement discussions and not for the purpose of giving legal advice;
4. the Mediator shall not be liable to any party or participant for any act or omission in connection with the reasonable and ordinary conduct of a mediation and shall have the immunity of a judge of a superior court in Canada. The parties also agree to indemnify, on an equal basis between them, the mediator for all legal costs which may be incurred in responding to any proceeding of any kind brought against or involving the Mediator arising out of the mediation;

5. the parties are responsible to record the terms of any settlement reached and to prepare any Minutes of Settlement. The parties shall not call upon the Mediator to give evidence with regard to the terms of settlement; and
6. the parties do not have the right to assess the account of the Mediator under any circumstances, it being a fixed fee for services specified.

DATED: _____ 20__

Solicitor for Party One

Signature of Party One

DATED: _____, 20__

Solicitor for Party Two

Signature of Party Two

PARTY 1 – CONTACT INFORMATION

Full Name: _____

Address: _____

Telephone Numbers: Home: _____
 Business: _____
 Other: _____

Email address: _____

PARTY 2 – CONTACT INFORMATION

Full Name: _____

Address: _____

Telephone Numbers: Home: _____
 Business: _____
 Other: _____

Email address: _____