



BLUESTAR MEDIATIONS LLC

Agreement to Mediate

INTRODUCTION

This *Agreement to Mediate* is between BLUESTAR MEDIATIONS with Richard Hall (as Mediator) and the Participants as defined below. The *Agreement to Mediate* is effective after the last person has signed.

PARTICIPANTS

The participants to this Agreement are defined below:

Participant A _____

Participant B _____

Participant C _____

Should any Participant be of age below 18, a Guardian may provide agreement for the Participant to Mediate.

Guardian A _____

Guardian B _____

Guardian C _____

PROCESS FOCUS and BINDING AGREEMENT

∴ 01 Mediation is a process whereby two or more Participants are in a situation of dispute. A Mediator assists the Participants to come to a common understanding and agreement called a *Master Mediation Agreement (MMA)* through quality dialogue and mutual problem solving.

∴ 02 The Mediation process is focused on using constructive dialogue to create a *Master Mediation Agreement*. The *MMA* is not binding on any party until it is signed by all Participants and the Mediator.

∴ 03 Until the time that signing of the *Agreement to Mediate* is completed, there are not any requirements that any party must act in a certain way, nor are they duty-bound to adhere to the *Agreement to Mediate*. *Oregon Code 36.260*.

∴ 04 Should one Participant sign the *MMA*, and the other Participant does not, the *MMA* is not in effect and binding.

∴ 05 The Participants agree to a) focus on the original dispute and b) not to try to broaden the purpose of the Mediation into other disputes. Additional Mediations can be held to deal with other issues if needed.

MEDIATION SESSION

∴ 06 Mediations will be conducted in two-hour mediation sessions. During this time Participants and the Mediator agree to focus on the Mediation Session and to not be distracted by non-Mediation interests.

VOLUNTARY PARTICIPATION

∴ 07 Mediation is a voluntary process. Any Participant can decide to leave the Mediation for any reason and without providing that reason to any other Participant or the Mediator.

∴ 08 Should a Participant leave a Mediation Session, the current Mediation Session is completed. A new Mediation Session would need to be arranged should the Mediation continue.

GOOD FAITH and PROTOCOLS

∴ 09 The Mediation Process can be an emotional process. It is a difficult but rewarding process to resolve the dispute. It is anticipated that all Participants will work with a Good Faith Effort to resolve the dispute.

∴ 10 Participants represent that they have the authority to agree to the Master Mediation Agreement and to carry out the Agreement.

∴ 11 PROTOCOL: Everyone deserves to be heard.

∴ 12 PROTOCOL: Participants agree to wait until the other person has finished speaking. Participants agree not to interrupt or 'talk-on-top-of' the Mediator or other Participants.

∴ 13 PROTOCOL: Participants agree not to act or speak in a manner that is aggressive or condescending to the Participants or Mediator. Violence in speech or action is not permitted under any circumstances and, if it occurs, the Mediator may end the Mediation Session. A new Mediation Session may be scheduled after a cool-down period.

∴ 14 PROTOCOL: Participants may request to take a break to attend to biologic needs or to take a quick break from the deliberations. Such breaks are typically 10 minutes in duration.

∴ 15 PROTOCOL: If a break is required, the Participants agree to leave the Mediation room and to not interact with any other Participants without the Mediator present. If this is an online Zoom interaction, Participants may be placed in individual Breakout Rooms.

∴ 16 PROTOCOL: Each Participant agrees to completely disclose all relevant information in written form to the Mediator. This can include interactions, agreements, court or other legal proceedings prior to the Mediation, and any other relevant information. Relevancy is determined by from the standpoint of the reasonable person standard: would a dis-

interested reasonable person believe that the information could have an impact on the Mediation Process. A Participant's Good-Faith assertion would require disclosure of this relevant information.

∴ 17 PROTOCOL: Each Participant agrees not to interfere or to hold another Participant 'hostage' over the signing of the MMA.

∴ 18 PROTOCOL: Each Participant agrees to not attend Sessions, or any other communication events, under the influence of Substances of Impairment. Substances of Impairment include alcohol, marijuana, or illegal substances of a drug nature. Substances of Impairment does not include conventional amounts of nicotine. Should a Participant's subscription medication prevent them from understanding fully the discussions and agreements, notice should be given to the Mediator so that the Mediator can be aware of such potential impairments.

∴ 19 PROTOCOL: Participants and the Mediator agree to make themselves available for Mediation Sessions with reasonable notice, and to respond to communications within 48 hours.

MEDIATOR INDEPENDENCE and IMPARTIALITY

∴ 20 The Mediator conveys the stipulation that the Mediator is independent with regards to relationships with the Participants. This includes independence in fact and in appearance. Should any erosion of this independence come to light, the Mediator agrees to inform the Participants.

∴ 21 Participants agree that the Mediator operates the Mediation from a place of Impartiality. This means that the Mediator does not favor one Participant over another. Should a Participant perceive that an event of favorability is occurring, the Participant agrees to bring this situation promptly to the attention of the Mediator.

NO LEGAL ADVICE

∴ 22 The Participants understand that the Mediation is not a legal proceeding. Mediation is a process of resolving the dispute between the Participants. As the Mediation is not a legal proceeding, resolution may be more creative in nature than the current legal structure allows.

∴ 23 The Mediator guides the process of resolution, but cannot make decisions for the Participants.

∴ 24 The Participants understand that the Mediator cannot provide legal advice.

SUBSTITUTION OF PARTICIPANTS

∴ 25 In the spirit of Oregon Code Section 36.258, it is stipulated that a Participant can be represented by another Person (Substituted Participant). Because the Mediation process requires consistency and balance, for purposes of the Mediation process, the Substituted Participant becomes the primary Participant for that party. The Original Participant waives their right of attendance at Mediation Sessions. The Substituted Participant must be chosen before the beginning of the first Mediation session and must agree to attend all Mediation Sessions until the completion of the Master Mediation Agreement.

∴ 26 Swap-outs of attendance between the Substituted Participant and the Original Participant are not permitted. The Substituted Participant agrees to adhere to all aspects of this Agreement, and will be asked to sign the Agreement to Mediate as well as the original Participant.

∴ 27 The Substituted Participant retains the duty to communicate with the Original Participant and to ensure that the Original Participant has sufficient understanding to carry out the requirements of the *MMA*.

∴ 28 Compensation as earned by the Substituted Participant is the Responsibility of the Original Participant. The Mediator is independent of this relationship.

CONFIDENTIALITY

∴ 29 Participants and Mediator agree that this Mediation will be held in the strictest of confidence. The Mediator, Participants, and any participating Guardians agree to be bound by the stipulation not to discuss any aspect of the Mediation with any non-Participating party, except as permitted below.

∴ 30 *Permitted Participants*: Only the Mediator, Participants, and related Guardians may participate in the Mediation. All other people are Non-Participating Guests and they may not be in Proximity to the Mediation

∴ 31 Proximity is defined as any situation of physical or digital location where the Non-Participant could influence the Mediation.

∴ 32 Any discussions, whether they be oral, written, digital, telephonic, text, or any other format (*Work Products*) are to be kept strictly Confidential. This includes draft memos and unsigned Master Mediation Agreements, which are considered non-binding to the Participants.

∴ 33 It is agreed that the *Work Products* defined above shall not be admissible in any court proceeding. Only a final and signed *Master Mediation Agreement* is admissible in court.

∴ 34 *Permitted Disclosure*: It is understood that Attorneys do not accompany the Participants in this Mediation process. However, before signing the *Master Mediation Agreement*, Participants may receive counseling from their advising attorney of record if necessary. Disclosure of this situation must be made aware of to all Participants and the Mediator prior to the advising event.

∴ 35 *Permitted Disclosure*: Participants agree that the Mediator can communicate with Participant attorneys as needed. Under Oregon State Law, discussions between the Attorneys and the Mediator does not waive client privilege.

∴ 36 *Permitted Disclosure*: The Mediator may have an ethical responsibility to break confidentiality if it is suspected that the Mediator, a Participant, Guardian, or other related person could be in danger of self-harm or of harming another Person.

∴ 37 *Recording the Procedures*: Participants agree not to record the Mediation Sessions or any other Mediation process information. Any inadvertent recording is considered *Work Product* and is not admissible in a Court. The Mediator may terminate the Mediation Sessions should it be found that recording the Sessions has been occurring by any Person.

∴ 38 *Continuing Confidentiality*: Participants agree to continue adhering to the stipulations of this Confidentiality Session and any relevant sections of this Agreement to Mediate after the Mediation is completed or terminated. The Confidentiality requirements never terminate.

CONTINUING LITIGATION

∴ 39 During the time period from the beginning of the Mediation process until the signing and completion of the *Master Mediation Agreement*, Participants understand, and agree to adhere to, regarding the stipulation that they will not begin, or continue once paused, litigation. Should litigation be ongoing, the Mediation Process will attempt to harmonize with the schedule on the Court Docket and the parameters of the Courts.

∴ 40 Subject to the preceding paragraph, Participants further agree not to initiate with new preemptive legal maneuvers or legal processes.

TIMELINESS

∴ 41 Mediation processes are most effective when they are completed on a timely basis. Participants agree to be available as is necessary to participate in the Mediation.

SUBSEQUENT COURT PROCEEDINGS and DOCUMENT RETENTION

∴ 42 It is agreed that the *Work Products* defined above shall not be admissible in any court proceeding. Only a final and signed *Master Mediation Agreement* is admissible in court.

∴ 43 It is understood that the Mediator will not maintain copies of *Work Products* and that only the final *Master Mediation Agreement* will be retained.

∴ 44 The participants further agree to not call the mediator to testify concerning the Mediation or to provide any materials from the mediation in any court proceeding between the participants. The Mediation is considered by the Participants and the Mediator as settlement negotiations

∴ 45 The Mediator may confirm with the Court that the Participants were involved in a Mediation.

FEES and SHARING OF INVESTMENT

∴ 46 The process of dispute resolution with the use of a Mediator requires an investment of time and focus by the Mediator. Participants will compensate the Mediator by the purchase of Two Hour Time Blocks (Blocks) from the BlueStar Mediations website. As many Blocks can be purchased as needed to conclude the Mediation.

∴ 47 To maintain balance, the investment of fees shall be shared equally between the Participants.

∴ 48 Participants understand and agree that the Mediator is not an employee or agent of the Participants.

PAYMENT BEFORE SESSION

∴ 49 The Participants agree that Mediation Sessions will not occur until the confirmation of payment by the Participants has been received by the Mediator.

∴ 50 Once a Mediation Session begins, the Time Block is completed. There are not partial refunds should a Mediation Session end early.

∴ 51 The Pricing and Refund Policy on the website governs the process of these topics.

NO WARRANTIES EXPRESS OR IMPLIED

∴ 52 It is assumed within the Mediation process that all Participants agree to operate in good faith and with full dedication to achieving the outcome of the completed *Master Mediation Agreement (MMA)*.

∴ 53 However, Participants can also change their minds, and they may leave the session early or before the completion of the *MMA*.

∴ 54 Due to the highly variable nature of the Mediation process, along with the potential inherent emotionality, a specific outcome for any Participant or other Person cannot be guaranteed.

∴ 55 Therefore, no warranties express or implied are conveyed for the completion of the Mediation process, or for a certain outcome as a result of the Mediation process.

MEDIATOR LEGAL ACTION

∴ 56 The Participants agree not to bring legal action against the Mediator or BLUESTAR MEDIATIONS LLC.

SUBSEQUENT EVENTS

∴ 57 Should the Master Mediation Agreement be signed and effective, and should a future dispute arise relating to the Agreement, it is suggested, but not required, that the Participants return to the Mediation process to resolve this issue.

JURISDICTION

∴ 58 The Jurisdiction with this Agreement to Mediate is relevant to the State of Oregon and the requirements for Mediation under Code Section 36 as it pertains to mediations.

SURVIVAL OF PROVISIONS

∴ 59 Notwithstanding the termination of this Agreement to Mediate, the terms contained herein shall remain valid and enforceable.

COUNTERPARTS

∴ 60 This Agreement may be signed in Counterparts. A Counterpart is a duplicate copy. This Agreement may be signed at different times, but the Agreement once assented to shall have the effect of being one document.

SIGNATURE

As a Participant to this Mediation process, I agree to be bound by the requirements of this Agreement to Mediate.