

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF)	Civil Action No. _____
)	
)	
)	
Plaintiff(s),)	
)	
vs.)	MEDIATION AGREEMENT
)	
)	
)	
)	
Defendant(s).)	
_____)	

THE UNDERSIGNED PARTIES and their attorneys hereby agree that the above matter shall be submitted to a mediated settlement conference pursuant to the applicable rules, guidelines and court orders, and further acknowledge that:

1. Communications during the mediated settlement conferences are confidential, and the parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding, any oral or written communications having occurred in a mediation proceeding, including, but not limited to:
 - (a) Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - (b) Admissions made by another party in the course of the mediation proceeding;
 - (c) Proposals made or views expressed by the mediator;
 - (d) The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator; or,
 - (e) All records, reports or other documents created solely for use in the mediation.

2. The mediator may meet and consult individually with any party or parties or their counsel during the conference. Confidential information disclosed to a mediator by parties or by witnesses in the course of mediation shall not be divulged by the mediator.

3. No communication by a party or attorney to the mediator in private session shall operate to waive any attorney-client privilege.

4. The mediator shall not be compelled by subpoena or otherwise to divulge any records or to testify in regard to the mediation in any adversary proceeding or judicial forum. All records, reports, and other documents received by the mediator while serving in that capacity shall be confidential.
5. Should any party or other signatory to this agreement attempt to compel testimony or the production of any documents by the mediator, such party or signatory shall be liable for and shall indemnify the mediator against any liabilities, costs or expenses, including reasonable attorney's fees which the mediator may incur in resisting such compulsion; and additionally, shall pay the mediator his hourly rate as set forth in this agreement.
6. The parties acknowledge that the mediator shall have no liability for any act or omission in connection with mediation conducted under these rules.
7. The parties understand that the mediator does not represent any party, and does not provide legal or financial advice. Parties not represented by counsel are urged to seek legal advice from an attorney and to obtain financial advice as needed from qualified professionals.
8. All parties attending the mediation shall have the necessary authority to settle all issues raised by this dispute.
9. **All parties** will share **equally** in the total fee and costs associated with mediation, unless there is a **separate agreement in writing**. All invoices are due and payable within **thirty (30) days** of receipt, and the parties and attorneys understand that **payment of the mediation bill will be the ultimate responsibility of the attorneys involved**.

Dated _____, 2011, and signed before commencement of the mediated settlement conference by each of the persons whose signatures appear below.

Plaintiff(s)	Defendant(s)

The undersigned attorneys agree that communication during the mediated settlement conference shall remain confidential pursuant to Rule 5(d), Rules of Mediation.

Attorney for Plaintiff(s)	Attorney for Defendant(s)

If there are more parties or attorneys or others participating in the mediated settlement conference than provided for in the space above, they may sign below or on an additional page which shall be attached to this agreement.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____