

AGREEMENT FOR MEDIATION

Re: (Style of case)

This case has been referred to mediation pursuant to a voluntary agreement between the parties selecting Trey Bergman as the mediator.

Accordingly, it is agreed as follows:

1. Trey Bergman has been designated to mediate this case and is authorized to conduct the mediation of this case.
2. In all respects, the mediation shall be governed by and conducted in accordance with this Agreement, Tex. Civ. Prac. & Rem. Code §154.001, *et seq.*, and the "Rules for Mediation", a copy of which is attached hereto.
3. All mediation sessions shall be private, confidential and privileged from discovery. The mediator shall not be required to disclose any information revealed to him unless authorized by the parties or as otherwise required by law. Each participant agrees not to make any effort to compel any testimony whatsoever of the mediator regarding any communications, written or oral, made in connection with the mediation. Likewise, each person agrees not to make any effort to compel the mediator to produce any information or documents provided to him by any party to the mediation.
4. The parties acknowledge that the mediator shall be serving as a neutral intermediary only and will not act as an attorney or advocate for any party.
5. Each participant is advised that if an agreement is reached as a result of this mediation and the mediator assists in the preparation of a written settlement agreement, then each participant should have the settlement agreement independently reviewed by their own counsel before executing the settlement agreement.
6. The mediator is expressly permitted to meet privately with any of the parties and have such *ex parte* communications with any of the parties before, during or after the mediation as the mediator determines is necessary and appropriate.
7. The mediator has the discretion to terminate the mediation at any time if he believes that an impasse has been reached, or that the mediation should not be continued for any other reason. The Court will be advised by the mediator only whether the case settled or not, or whether the mediation was recessed or was reset.
8. In the event any party to this Agreement makes any effort to involve the mediator in litigation relating to this mediation, or attempts to compel his testimony, or attempts to have him divulge any information or produce any documents relating to the mediation, such party agrees to pay all fees and expenses of the mediator in resisting such efforts, including reasonable attorney's fees.

Agreed this _____ day of _____, 2007.

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT