



**KARSTEN H. RASMUSSEN**  
SENIOR JUDGE AND MEDIATOR

### **AGREEMENT TO MEDIATE**

**Case Name:** \_\_\_\_\_  
\_\_\_\_\_

**Date of Mediation:** \_\_\_\_\_

The undersigned parties agree to mediate the above referenced case with Senior Judge Karsten H. Rasmussen (“Mediator”).

**Legal Representation.** The parties to the above referenced matter are encouraged to be represented by attorneys. Attorneys and their clients are bound by the terms of this Agreement to Mediate.

The parties agree and acknowledge that the Mediator is a third party neutral to this matter and is not giving legal advice.

Any person not represented by an attorney may consult with an attorney before or during the mediation session and before finalizing any agreement regarding legal rights and obligations.

If a party substitutes counsel during or after the conclusion of the mediation, the substitute attorney is bound and held to the terms of this Agreement to Mediate.

**Confidentiality.** The parties agree that mediation sessions are confidential.

No part of the mediation, other than the existence of a settlement and the terms thereof, unless otherwise provided for in the Memorandum of Settlement, shall be admissible in any litigation or arbitration of this, or any other, dispute unless otherwise required by law. References to the mediation shall not be disclosed in testimony or during subsequent discovery.

No part of the mediation, other than the existence of a settlement and the terms thereof, unless otherwise provided for in the Memorandum of Settlement, shall be disclosed to any person other than the undersigned.

Attorney-client privilege is not waived or altered by disclosure of information or strategy to the Mediator during mediation sessions or in subsequent conversations with the Mediator.

The parties agree that Mediation is *ex parte* by nature and that the Mediator will have *ex parte* communications with the attorneys and the parties.

The parties will not subpoena or otherwise require the Mediator to testify or produce records, notes, or work product in any future proceedings. The only memorialization of notes of the mediation that will be held by the Mediator is the *Memorandum of Settlement*.

**Dispute Resolution.** If any dispute arises out the terms of the *Memorandum of Settlement* or any parties' failure to meet obligations set forth in the *Memorandum of Settlement*, the parties agree to submit the dispute in writing to the Mediator. The Mediator will issue a decision that shall be deemed final and binding on the parties.

The parties agree that the Mediator shall be granted the same immunity as would be afforded any judicial officer in this state for this mediation.

The Mediator shall be held harmless for all costs, expenses, attorney fees, and liabilities incurred as a result of either party's breach of a settlement agreement.

**Governing Law.** This Agreement to Mediate and any issues of dispute arising out of the Agreement to Mediate are governed by Oregon law. All applicable Oregon statutes and rules govern the Agreement to Mediate, the mediation process, and any settlement agreement resulting from the mediation.

**Parties (Please Print)**

**Signatures**

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