

PERRY ♦ DAMPF
DISPUTE SOLUTIONS

MEDIATION CONFIDENTIALITY AND FEE AGREEMENT

This matter came to be mediated on the ____ day of _____, 202___. The parties signing below participated in the mediation.

The mediation was conducted pursuant to the confidentiality provisions set forth in Louisiana Revised Statutes 9:4112, whereby all oral and written communications and records made during the mediation are not subject to disclosure and may not be used as evidence in any judicial or administrative proceeding. The parties, counsel and other participants therein shall not be required to testify concerning the mediation proceedings and are not subject to process or subpoena issued in any judicial or administrative procedure, which requires the disclosure of any communications or records of the mediation. The mediator is not subject to subpoena and cannot be required to make disclosure through discovery or testimony at trial. The confidentiality agreement described herein does not extend to statements, materials and other tangible evidence, or communications that are otherwise subject to discovery or are otherwise admissible, merely because they were presented in the course of mediation, if they are based on proof independent of any communication or record made in the mediation. The parties acknowledge that the confidentiality of these proceedings extends to any follow-up communications with the mediator that take place after the formal mediation session is concluded.

Unless a contrary agreement is reached, costs of the mediation will be paid within thirty (30) days of invoice as follows: _____.

THUS DONE AND SIGNED this ____ day of _____, 202__.

