

Preston C. Goodwin
Attorney/Mediator
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Mediation Confidentiality Agreement

The undersigned parties are attempting to resolve a dispute and have engaged the services of Preston C. Goodwin as mediator. In order to promote communication among the parties and good faith in facilitating settlement of the dispute, I agree that the mediator has no liability for any act or omission in connection with mediation, and further agree:

All statements made during the course of the mediation are privileged settlement discussions, are made without prejudice to any party's legal position, and are inadmissible for any purpose in any legal proceeding. Any information disclosed to the mediator by a party, or by a representative of a party, or by a witness on behalf of a party, is confidential and may not be introduced into evidence or used for any adversarial purpose. The mediator cannot be compelled to disclose such information unless required to by law or court order.

As a party, all disclosures made during the course of this mediation are conditioned upon this promise and agreement of confidentiality. No recording devices will be allowed and cell phones will be turned off and pocketed. The mediator will be neutral and impartial and not act as an advocate for any party, and will not serve as legal counsel to any party. All privileges and the protection of attorney work product that pre-existed the mediation are unaffected by the mediation, whether or not disclosure is made in the mediation.

Breach of this agreement would cause irreparable injury, and monetary damages would be an inadequate remedy, since we are relying upon this agreement of confidentiality in disclosing sensitive business and/or personal information. I, therefore, agree and stipulate that any party to this agreement may obtain an injunction to prevent disclosure of any confidential information or mediator communication in violation of this agreement. If any party breaches this agreement, that party shall be liable for and shall indemnify the other parties and the mediator for all costs, expenses, liabilities, and fees, including attorney's fees that may be incurred as a result of such breach.

Signed before mediation on the _____ day of _____, 20__.

Signature

Signature

Signature

Signature

Signature

Signature