

Mediation Intake Form

Thank you for choosing Laguna Mediators for your alternative dispute resolution needs. In order to better understand your situation and provide you with the most effective mediation services, we kindly request that you complete the following intake form. The information provided will be treated with the utmost confidentiality.

1. Contact Information:

- Full Name:
- Email Address:
- Phone Number:
- Mailing Address:

2. Party Information:

Please provide details about the parties involved in the dispute, including:

- Name of Party 1:

- Role/Title:
- Contact Information:

- Name of Party 2:

- Role/Title:
- Contact Information:
- Additional Parties (if applicable):

3. Nature of Dispute:

Briefly describe the nature of the dispute, including the key issues involved.

4. Dispute Background:

Please provide a summary of the background and history of the dispute, including any relevant dates, events, or previous attempts at resolution.

5. Desired Outcome:

Describe your preferred outcome or resolution for the dispute.

6. Legal Representation:

Are you represented by legal counsel? If yes, please provide the name and contact information of your attorney.

7. Mediation Preferences:

- Are there any specific preferences or requirements you have for the mediator(s)?
- Do you prefer in-person or remote mediation sessions?
- Are there any anticipated scheduling constraints or time limitations?

8. Supporting Documents:

Please provide any relevant documents, such as contracts, agreements, correspondence, or other materials that may help us better understand the dispute.

9. Confidentiality Agreement:

Our mediation process ensures confidentiality. However, we may require all parties to sign a confidentiality agreement prior to the commencement of mediation. Are you comfortable with signing a confidentiality agreement? Please see attached.

10. Additional Information:

Is there any additional information you believe would be helpful for us to know regarding your dispute?

Please submit the completed form at your earliest convenience. Once we receive your intake form, our team will review the information provided and contact you to discuss the next steps in the mediation process. Thank you for choosing Laguna Mediators, and we look forward to assisting you in resolving your dispute through alternative dispute resolution.

MEDIATION CONFIDENTIALITY AGREEMENT

This Mediation Confidentiality Agreement ("Agreement") is entered into between the parties involved in the mediation process ("Parties") and Laguna Mediators ("Mediator"), collectively referred to as "the Parties."

1. Purpose

The Parties recognize and agree that mediation is a confidential and privileged process intended to facilitate open and honest communication in order to reach a resolution. This Agreement establishes the terms and conditions of confidentiality that apply to all discussions, documents, and information shared during the mediation process.

2. Confidentiality Obligations

a. The Parties agree to maintain strict confidentiality regarding all aspects of the mediation proceedings, including any oral or written statements, documents, discussions, and information disclosed during the mediation sessions.

b. The Parties agree not to disclose any information regarding the mediation to any third party, except as required by law or with the express written consent of all Parties involved.

c. The Parties acknowledge that any statements made or documents produced during the mediation process shall not be admissible as evidence in any subsequent legal proceedings, unless agreed to in writing by all Parties.

3. Exceptions to Confidentiality

a. The Parties understand that the mediator may be required by law or court order to disclose certain information. In such cases, the mediator will make reasonable efforts to notify the Parties before any disclosure is made.

b. The Parties further understand that if there is a threat of harm to any person or entity or if there is a legal duty to report certain information, the mediator may be obligated to disclose such information.

4. Agreement to Waive Privilege

The Parties agree that the mediator will not be compelled to testify or produce any documents regarding the mediation process in any legal or administrative proceeding. The Parties also agree not to call the mediator as a witness in any such proceeding.

5. Duration of Confidentiality

The confidentiality obligations set forth in this Agreement shall remain in effect indefinitely, even after the conclusion of the mediation process or termination of the Agreement.

6. Enforcement and Remedies

Any violation of this Agreement may result in legal action and the seeking of remedies, including injunctive relief and damages, as permitted by law.

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the confidentiality of the mediation process and supersedes any prior agreements or understandings, whether oral or written, regarding the same.

By signing below, the Parties acknowledge that they have read and understood the terms of this Mediation Confidentiality Agreement and agree to be bound by its provisions.

Party 1:

[Name]

[Date]

Party 2:

[Name]

[Date]

Mediator:

[Name]

[Date]