

**Agreement to Mediate**  
**Andrea Greenwall M.Ed. LPCC NCC**  
**Consonant Construct LLC**

Andrea Greenwall, M.Ed., LPCC, NCC

Consonant Construct, LLC

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This agreement is between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as Parties) and Andrea Greenwall of Consonant Construct LLC (hereinafter referred to as Mediator) to work towards a settlement of a dispute between the Parties.

1. **Good Faith:** In consideration of receiving services from Consonant Construct LLC, the Parties agree to enter into this mediation in good faith. Each party agrees to undertake to attempt to resolve the issues relevant to this dispute and will consider reasonable solutions presented to them towards this goal.
2. **Mediator Role:** The role of the Mediator is to assist the Parties to reach a mutually acceptable resolution of the dispute. The Parties understand that the Mediator is not acting as an attorney in this process and the Parties will not receive legal advice from the Mediator.
3. **Legal Advice:** Each Party is advised to retain legal counsel to determine any rights and responsibilities of the Party. In the event that the Mediator draws up a Memorandum of Understanding documenting agreements made in mediation, this document is ancillary to the mediation proceeding and is not for the purpose of giving legal advice. Also, a Party may wish to have any agreement between the Parties reviewed by legal counsel prior to execution. This is a personal decision of each Party, based upon the Party's own judgement of the agreement as developed by the Parties.
4. **Legal Rights:** The Parties understand that the Mediator is not obligated to identify or resolve legal issues, whether or not raised by us in the course of the mediation. We understand that we may be waiving or compromising legal rights by settlement of the dispute and our claims.
5. **Disclosure of Information:** The Parties understand that for mediation to work, full disclosure of all relevant information, written and oral, is essential. Therefore each Party agrees to be open and honest as to all such relevant information. This includes providing each other and the Mediator with all information and documentation that would be available through the discovery process in a litigation proceeding.
6. **Confidentiality:**
  - a. The Parties agree that they will not, at any point in the mediation process or thereafter, call the Mediator as a witness in any legal or administrative proceedings relative to this dispute. The Parties further agree that they will not subpoena or otherwise call for the production of any records, notes, or work product relevant to this dispute in the possession of the Mediator in such legal or administrative proceedings. To the extent that the Parties may have such rights, such rights are hereby waived. If an attempt to subpoena

