

B E T W E E N:

X

(“X”)

- and -

Y

(“Y”)

MEDIATION AGREEMENT

The parties, directly or through their solicitors, agree to retain the services of **Stephen M. Grant, Professional Corporation** to provide mediation services of a dispute between them.

The parties agree to pay a retainer of \$7,500 plus HST, plus a non-refundable administration fee of \$250 plus HST. Mr. Grant's fees are \$750 per hour plus applicable taxes for which the parties are individually and collectively responsible.

If the mediation is cancelled less than seven (7) days before it is scheduled to commence and it is not possible, acting reasonably for Mr. Grant to fill the cancelled date with other matters, Mr. Grant may charge a cancellation fee of \$2,500 plus HST in addition to the administration fee.

The parties, directly or through their counsel, including the insurer representing them, if any, and their law firms, agree that:

1. All statements made and documents produced at the mediation and not otherwise discoverable shall not be subject to disclosure through discovery or any other process, are without prejudice and confidential and are not admissible into evidence for any purpose; including impeaching credibility or to establish the meaning and/or validity of any settlement or alleged settlement arising from the mediation;
2. Mr. Grant's notes, records, statements made and recollections are confidential and protected from disclosure for all purposes in accordance with paragraph (1);
3. The parties are utilizing Mr. Grant's services for the sole purpose of facilitating settlement discussions and specifically not for the purpose of his providing legal advice;
4. Mr. Grant is not liable to any party or participant for any act or omission in connection with the reasonable and ordinary conduct of a mediation and has the same immunity of a judge of a superior court in Canada. The parties also agree to indemnify, on an equal basis between them, the mediator for all legal costs which may be incurred in responding to any proceeding of any kind brought against or involving the Mediator arising from the mediation;

5. The parties are responsible to record the terms of any settlement reached and to prepare any Minutes of Settlement. The parties may not call upon Mr. Grant to give evidence on the settlement terms or any other aspect of the mediation process; and
6. The parties specifically waive all rights to assess Mr. Grant's accounts under any circumstances.

DATED:

Counsel

Signature

DATED:

Counsel

Signature

PARTY 1 – CONTACT INFORMATION

Full Name: _____

Address: _____

Telephone Numbers: Home: _____

Business: _____

Other: _____

Email address: _____

PARTY 2 – CONTACT INFORMATION

Full Name: _____

Address: _____

Telephone Numbers: Home: _____

Business: _____

Other: _____

Email address: _____

**STEPHEN GRANT PROFESSIONAL CORPORATION
PAYMENT BY CREDIT CARD AGREEMENT**

PARTY 1

I authorize Stephen Grant Professional Corporation to draw upon my credit card as set forth below for payment of accounts rendered to me or deposit of trust funds.

Credit Card Number: _____

Print Expiry Date of Credit Card: _____

Card Security Code (CSC – 3-digit code): _____

Name: _____

Signature: _____

Client Number: _____

Details of Payment:

**STEPHEN GRANT PROFESSIONAL CORPORATION
PAYMENT BY CREDIT CARD AGREEMENT**

PARTY 2

I authorize Stephen Grant Professional Corporation to draw upon my credit card as set forth below for payment of accounts rendered to me or deposit of trust funds.

Credit Card Number: _____

Print Expiry Date of Credit Card: _____

Card Security Code (CSC – 3-digit code): _____

Name: _____

Signature: _____

Client Number: _____

Details of Payment:

