

B E T W E E N:

[PARTY A]

- and -

[PARTY B]

AGREEMENT TO MEDIATE

1. The parties and their representatives have agreed to retain StevensonADR (Colin Stevenson) (the "mediator") to mediate this matter.
2. It is understood that the parties seek to reach a consensual settlement of their dispute. The parties agree that the mediator will act as a neutral facilitator, but may provide evaluation if requested.
3. The parties and their representatives have scheduled the mediation with Colin Stevenson on **[date]**.
4. The parties, or their representatives at the mediation, will have authority to settle the dispute at the mediation. The parties understand they are represented by counsel and have received legal advice. The mediator will not act as legal counsel or provide legal advice.
5. It is agreed all communications, whether oral, electronic, or in writing, taking place during the mediation or in preparation for it, will be treated as privileged and without prejudice and absolutely confidential. They shall not be admissible into evidence for any purpose, including impeaching credibility or to establish the meaning or validity of any settlement or alleged settlement arising from the mediation.
6. The parties agree that the mediation may be conducted by video conferencing using Zoom and it shall be a 'mediation' for the purposes of all applicable legislation, regulations and rules.
7. The parties acknowledge that they have made their own inquiries as to the suitability and adequacy of Zoom for its proposed use in the mediation and of any risks in using Zoom, including any risks in relation to its security, privacy or confidentiality and request the mediator to proceed with the use of Zoom.
8. The parties agree that they will inform the mediator and each other in advance of the mediation of the names of all persons attending, participating or who are able to hear any communications in the mediation using Zoom and agree that no persons will attend, participate or be allowed to listen in on the hearing without the prior consent of all parties and the mediator.

9. The parties agree that they will not record or permit the recording of all or any part of the mediation without the consent of all parties and the mediator. The parties will ensure that each additional attendee at the mediation for which that party is responsible also acknowledges and agrees to this.
10. The parties and the mediator acknowledge and agree for all purposes that their communications at the hearing can be and will be listened to by each other, but not when they are in private Zoom rooms. The parties will ensure that each additional attendee at the hearing for which that party is responsible also acknowledges and agrees to this.
11. The parties agree that they will not at any time, before, during or after mediation call the mediator (or anyone associated with StevensonADR) as witnesses in any legal or administrative proceedings relating to this dispute. To the extent that they may have a right to call the mediator (or anyone associated with StevensonADR) as witnesses that right is hereby waived.
12. If, at any time, a party decides to summons the mediator as a witness or in respect of documents, the mediator will move to quash the summons. That party agrees to fully indemnify and reimburse the mediator for whatever expenses he incurs in such an action, including counsel fees, plus the hourly rate of the mediator for the time that is taken in the matter.
13. Neither Colin Stevenson nor any representative of StevensonADR shall be liable for anything done or omitted with respect to the mediation and the parties agree that the mediator and StevensonADR shall have the immunity of a Superior Court judge as described in s. 82 of the *Courts of Justice Act*, R.S.O. 1990, c. 43, with necessary changes in points of detail.
14. The mediator may meet or communicate with either party separately at any time. The mediator may, in his discretion, disclose information or documents provided in such private meeting (the "caucus") to the other party, and/or to a party's lawyer, unless agreed otherwise during the caucus.
15. The parties and their representatives agree that the cost for a full day mediation will be \$5,000.00 plus HST and disbursements. The mediation day will be from 10:00 a.m. until 5:00 p.m. (unless otherwise agreed by the parties and the mediator). Hours before and after these times will be billed at \$500.00 per hour, plus HST.
16. Colin Stevenson's time is charged at the rate of \$500.00 per hour, which shall include any pre-mediation conferences, preliminary meetings, preparation for the mediation, conducting the mediation, and any other related services.
17. For a full day booking, the minimum fee shall be \$5,000.00 plus HST. For a one-half day booking, the minimum fee shall be \$3,000.00 plus HST.
18. By no later than [**date**] the parties will provide a total deposit in the amount of [**\$5,900.00**] payable to StevensonADR. A final account will be rendered at the completion of the mediation.

19. The mediation may be terminated at any time by the parties, their representatives, or by the mediator.
20. The parties are responsible for drafting any Minutes of Settlement.
21. This agreement may be executed by the parties and the mediator in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same instrument.

The parties affirm that they have had full opportunity to read and understand this agreement.

Dated at Toronto this day of , 2020.

[PARTY A]
Lawyers for the **[party A]**

Dated at Toronto this day of , 2020.

[PARTY B]
Lawyers for the **[party B]**

Dated at Toronto this day of , 2020.

COLIN P. STEVENSON on his own behalf
and on behalf of **StevensonADR**

SCHEDULE "A"
CANCELLATION POLICY

1. Cancellation notice received 7 or fewer days before the scheduled date and time:

All preparation time, expenses and disbursements, plus a cancellation fee of \$2,500.00 plus HST for the first scheduled day and \$1,500.00 plus HST for each subsequent scheduled day.

2. Cancellation notice received more than 7 days before the scheduled date and time:

Cancellation fee of \$500.00 plus HST.