 AGREEMENT TO MEDIATE

Between: _________________________________________________ and _________________________________________________

Parties Initials: _______ _____

I understand that the ADR Center at NKU offers neither legal advice nor legal counsel. The purpose of the ADR Center is to provide the parties an accessible forum to voluntarily express, clarify, and resolve disputes affecting students, faculty, and staff at NKU;

I understand mediation is an informal process in which a neutral Mediator acts to facilitate the resolution of a dispute between two or more parties. The process is designed to help disputing parties reach an agreement on all or part of the issues in dispute. Mediation is based on principles of communication, negotiation, facilitation, and problem-solving that emphasize the needs and interests of the participants; fairness; procedural flexibility; privacy and confidentiality; full disclosure; and self-determination. Decision-making authority remains at all times with the parties, not the Mediator.

I understand that mediators are not serving as an attorney, judge, or therapist and that their sole purpose is to help facilitate an agreement between myself and the other disputant(s). The mediators will not decide what is "right" or "wrong" and will not tell the parties what to do. I further understand that all decisions are voluntarily reached and I have the option to interrupt the process or withdraw from the mediation session.

I agree to hold NKU and the ADR Center and its personnel and volunteer mediators harmless in all claims concerning this dispute;

I agree that I will not, at any time, for any reason, (before, during, or after this dispute) summon the Mediator(s) or any person directly or indirectly involved in the mediation process to any legal, administrative, or arbitration proceedings concerning this mediation session. I also I will not ask, request or call for any written reports or records, correspondence, notes or work products produced during the mediation, in any legal, administrative or arbitration proceedings, that arises after the mediation of the dispute;

I understand and agree that all disclosures made during mediation, are confidential, and exclusively for purposes of resolving this dispute, and shall not in any way or any time, be introduced in any legal, administrative or arbitration proceedings. The confidentiality, however, DOES NOT apply to admission to felonies, child or adult abuse or threats of future bodily harm.

I understand that the mediator should be a neutral third party. In an effort to limit biases, I agree to disclose any prior connections to the mediator(s), if any, before the start of the mediation.

I understand that our Roommate Agreement still is in effect and we agree to abide by those terms unless they were specifically changed by this Agreement.

I have read and understand the above provisions and voluntarily agree to proceed with the mediation.

Signatures: _________________________________________________ Date:________________

Signatures: _________________________________________________ Date:________________
MEDIATION AGREEMENT

Between

______________________________________________and______________________________________________

We, the undersigned, understand and voluntarily agree that the following constitute a mutually acceptable solution for our dispute and all parties shall abide, in good faith, by the following terms and conditions:

We understand that our Roommate Agreement still is in effect and we agree to abide by those terms unless they were specifically changed by this Agreement.

Signatures: ________________________________ Date:___________

Signatures: ________________________________ Date:___________

Witnesses: We/I the undersigned mediator(s), having been designated by the ADR Center verify and witness the above Agreement:

Signatures: ________________________________ Date:___________

Signatures: ________________________________ Date:___________

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