

## STARR ADR AGREEMENT TO MEDIATE ONLINE

1. The undersigned parties and counsel (“parties”) agree to enter into mediation and understand that to promote full, open, and frank discussions, all communications made during the mediation process are confidential, except where disclosure is required or permitted by law or is agreed to by all parties.
2. This Agreement governs all aspects of the mediation process, including those that pre-date the execution of this Agreement, including, but not limited to, the selection of a mediator, the convening of the mediation; all phone calls, correspondence, e-mail, and other documents relating to the mediation and mediation process; all person to person meetings, site visits, or conferences of any kind, and any post-mediation communications or conferences relating to the mediation.
3. The parties agree to mediate on-line. They understand the mediator has taken all responsible steps to protect privacy and confidentiality, but cannot guaranty the security of the on-line platform. The parties agree to hold the mediator harmless for any breaches other than those caused by the mediator’s own gross negligence or misconduct.
4. Each party has the right to prevent any person present at mediation from disclosing written or oral statements made during mediation. Disclosure of any records, reports, or other documents received or prepared for or by the mediator cannot be compelled. The mediator shall not be subpoenaed or otherwise compelled to testify in any later proceedings, including, but not limited to civil, criminal, and administrative proceedings, and shall not be required to produce any notes or documents, as to any aspect of the dispute that was the subject of the mediation proceedings or was otherwise communicated to the mediator in confidence.
5. The parties understand that the mediator cannot guaranty the privacy or security of each party’s own physical space. They agree that no party will make a recording of this mediation or share any digital information exchanged during this mediation with any unauthorized person. Both parties and the mediator agree that they will do everything in their power to protect the information from being viewed or used by anyone not a party to this agreement. Parties agree to disclose the presence of other persons present in the room, or with whom they are communicating remotely, during remote portions of this mediation.
6. The parties understand that Florida law does not protect against the disclosure of any mediation communication:
  - Concerning allegations of child abuse or neglect or vulnerable adult abuse;
  - Concerning the commission of a crime, concealment of ongoing criminal activity, or threats of violence;
  - To report, prove, or disprove professional malpractice that occurred during the mediation, solely for a subsequent malpractice proceeding;
  - To establish or refute legally recognized grounds for voiding or reforming a settlement agreement reached during mediation; or

- Where all the parties agree to waive confidentiality.

7. The parties further agree that confidentiality does not apply to any executed settlement document. The parties may agree that the terms of settlement are to remain confidential, unless the settlement agreement is required as proof in a proceeding to enforce the terms of settlement.

8. Because the parties are disclosing sensitive information in reliance on its confidentiality, any breach of this agreement could cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement. Any party breaching this agreement shall be liable for and shall indemnify the non-breaching parties and the mediator for all costs, expenses, liabilities, and fees, including attorney's fees, which may be incurred as a result of such breach.

9. The parties fully understand the following with respect to the mediation process:

- The mediator is free to meet and communicate separately with each party both before and during the mediation session.
- Should a party divulge information to the mediator that they do not want the other party to know, the party will clearly inform the mediator that such information is to be held in strict confidence and not to be shared with the opposition and the mediator will not disclose that information.
- The mediator is a neutral party who may not act as an advocate for any party during the course of the mediation, nor provide legal advice. She does not have an attorney-client relationship with any of the parties.
- All participants in the mediation shall be bound by the terms of this Agreement and may be required to sign this Agreement as a condition to his/her participation.

Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Counsel's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Party Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Counsel's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Mediator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_