

AGREEMENT TO MEDIATE
VIDEO MEDIATION



SHORTSTYLE
Court File No. NUMBER

Date of Mediation: **DATE**

Rule 24.1 applies: Yes No

Commercial Mediation Act, 2010 applies: Yes No

This Agreement to Mediate is made as of the above date between the Parties and Counsel signing this Agreement (the "Parties") and Richard J. Weiler (the "Mediator") whose services are provided through and by Weiler ADR Inc., a corporation incorporated pursuant to the laws of the Province of Ontario.

The Parties are involved in a dispute and, together with their Counsel, wish to attempt to resolve the dispute through mediation using the services of The Mediator.

NOW THEREFORE THIS AGREEMENT WITNESS that in consideration of the mutual covenants contained in this Agreement the following is agreed to:

1. Mediation is a voluntary and informal settlement process by which the Parties try to reach a solution that is responsive to their interests. The signing of this document is evidence of the agreement of the Parties to conduct this mediation process in an honest and forthright manner and to make a serious attempt to resolve the outstanding matters.
2. The Parties have requested the use of the online dispute resolution technology known as Zoom Video Platform ("Zoom") in the mediation. The Mediator shall host the mediation using his Zoom Pro account without additional cost to the parties. The following terms are agreed to with respect to the conduct of the mediation via Zoom:
 - 2.1. The Parties agree that the mediation shall be a 'mediation' for the purposes of all applicable legislation, regulations and rules.
 - 2.2. The Parties acknowledge that they have made their own enquiries 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.
 - 2.3. 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
 - 2.4. The Parties and the Mediator 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.
 - 2.5. 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. The Parties will ensure that each additional attendee at the hearing for which that Party is responsible also acknowledges and agrees to this.
3. The Mediator agrees to serve as mediator in connection with this matter. The Mediator's fees are **\$AMOUNT**, plus HST and disbursements. These fees include case administration, pre-mediation preparation and consultation, mediation conference time (full day: 6 hours - half day: 3 hours) and reporting. Additional mediation preparation (in excess of 2 hours) and conference time is charged at \$500 per hour, or part thereof. **The Parties agree that the fees and expenses of the mediation shall be paid by the Parties equally.** If this mediation is cancelled or postponed for any reason a cancellation charge as shown on the Mediator's website shall be paid by the Party or Parties requesting the cancellation or postponement. The Mediator's account shall be rendered by Weiler ADR Inc. to the solicitors for the Parties forthwith after the mediation conference and shall be payable upon delivery.
4. The Mediator is an impartial facilitator who will assist the Parties to reach their own settlement. The Mediator does not offer legal advice and has no duty to assert or protect the legal rights of any Party, to raise any issue not raised by the Parties themselves or to determine who should participate in the mediation. The Mediator has no duty to ensure the enforceability or validity of any agreement reached.

Agreement to Mediate – Weiler ADR Inc.

7 Hime Cres., Ottawa, Ontario, CANADA, K1G 4S2 ● Tel: 613-291-1541 ● Fax: 613- 691-1371

Email: rick@rickweiler.com ● Web: www.rickweiler.com

5. The mediation event shall be attended by the Parties and their legal counsel, and such other individuals as each of the parties may believe would be helpful in resolving this matter; provided that notice of such additional parties shall be provided to the other Parties prior to the commencement of the mediation event. The mediation shall commence at a time, date and location mutually convenient to the Parties, their Counsel and the Mediator.
6. The representatives of the Parties attending the mediation have full, unqualified authority to reach a settlement in this matter.
7. The Parties agree that they will not call the Mediator as a witness for any purpose whatsoever. No party will seek access to any documents prepared for or delivered to the Mediator in connection with the mediation including any records or notes of the Mediator. If, any Party decides to subpoena the Mediator, the Mediator will move to quash the subpoena. That Party agrees to reimburse the Mediator for whatever expenses he incurs in such an action, including counsel fees, plus the hourly rate of the Mediator for time that is taken by this matter.
8. Statements made by any person and documents produced in the mediation and not otherwise discoverable shall not be subject to disclosure through discovery or any other process and shall not be admissible into evidence in any context for any purpose including impeaching credibility.
9. The Parties and the Mediator each hereby undertake to the Superior Court of Ontario that mediation communications (meaning statements, whether oral or in a record or verbal or nonverbal, that occur during a mediation or are made for purposes of considering, conducting, participating in, initiating, continuing, or reconvening a mediation or retaining a mediator) shall be kept confidential except to such extent, (a) as expressly agreed by the Parties and the Mediator, (b) as required by law or (c) for purposes of enforcing any settlement agreement reached. Each Party and the Mediator acknowledges and agrees that breach of such undertaking may give rise to sanctions being imposed by the said Court including a finding of contempt of Court.
10. The Mediator will not voluntarily disclose to anyone who is not a Party to the mediation any mediation communications, except:
 - 10.1. to any person designated or retained by any Party, as deemed appropriate or necessary by the Mediator;
 - 10.2. for research or educational purposes on an anonymous basis;
 - 10.3. where ordered to do so by judicial authority or where required to do so by law; or
 - 10.4. where the information suggests an actual or potential threat to human life or safety.
11. Mediation is a voluntary process and may be terminated by any Party to this Agreement at any time and for any reason.
12. This Agreement shall be made and construed in accordance with the laws of the Province of Ontario, CANADA.
13. This Agreement may be executed by the Parties and the Mediator in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be signed electronically and exchanged via email or fax. This Agreement may be executed by Counsel on behalf of clients. This Agreement shall enure to the benefit of and be binding upon the Parties and the Mediator, their heirs, executors, administrators, successors and assigns.

EXECUTED by the Parties and the Mediator as of the date first written above.

Name (Please print)	Representing	Mobile #	Signature
Richard J. Weiler		Mobile: 613-291-1541	

Revised: April 2020