**Agreement to Mediate**

The Missouri Highways and Transportation Commission and *(Insert Name)*

have agreed to attempt to compromise and resolve the dispute which presently exists regarding the Department of Transportation's acquisition of property located at *(Insert Location)*.

The parties agree that *(Insert Name)* will conduct the mediation on the *(day)* day of *(Month)* , 20*(Year)* at *(Insert Location)*.

Both parties recognize that mediation is voluntary and that the mediator is not a judge and has no authority to impose a settlement on the parties nor will the mediator provide legal advice or counsel to any person in the mediation.

During the mediation and before completing any settlement agreement, parties to the mediation may wish to consult with their attorney by telephone, if their attorney is not present during mediation, regarding their legal rights and obligations.

Each party shall have a person present at the mediation that is authorized to settle the dispute or such person shall be immediately accessible by telephone.

Conflict of interest: The mediator has not previously represented any of the parties in the matter with respect to the subject to this mediation or any subject substantially related to this matter.

The mediator and the parties acknowledge that they have no reason to believe that there is a conflict of interest or an appearance of conflict of interest between the mediator and one or more of the parties or that it would for any known reason be inappropriate for the mediator to mediate this matter.

Caucuses: The mediator may hold private sessions with one party at a time. The private sessions or "caucuses" are designed to improve the mediator's understanding of the party's position. Information gained through the caucus will not be disclosed by the mediator to any other party unless the party disclosing such information allows the mediator to disclose such information to another party or parties.

Confidentiality: The parties recognize and agree that mediation sessions are confidential in that:

(1) no participant or person in the mediation may later testify or seek to compel the testimony of another in any proceeding as to what statements were made or omitted by any person in connection with the mediation session or what happened during the mediation,

(2) no statements made or omitted in the mediation shall be subject to discovery in any proceeding, and

(3) the disclosure by a party or by the mediator of any information given to the mediator in the course of the mediation shall not alter its confidential or privileged character.

The parties further agree that they will not subpoena or otherwise seek to compel the mediator or the mediation service to testify or produce records, notes or work product in any proceeding as to what was said or produced in the mediation session or in any communication made as part of arranging for the mediation.

The parties may terminate the mediation at any time after the first hour of mediation by so declaring to the mediator. The mediator, in his or her discretion, may terminate the mediation at any time with or without cause by declaring to the parties that the mediation is terminated.

The confidentiality provisions of this agreement will not apply to the statements made by the parties and their conduct which occur following the termination of the mediation.

By executing this agreement, the parties waive any potential conflict or appearance of conflict between the mediator and one or more of the parties for which advance material disclosures were made to the parties.

OWNER: Phone No.

OWNER’S COUNSEL: Phone No.

MoDOT REPRESENTATIVE: Phone No.

MEDIATOR: Phone No.

DATE:

OTHER NOTES: