

STRATHGOWAN ESTATE MEDIATION

MEDIATION AGREEMENT for ESTATE OF

The undersigned parties (the “Participants”) agree to proceed to the mediation of the outstanding issues between them with the assistance of STRATHGOWAN ESTATE MEDIATION, on the terms set out in this Mediation Agreement and in the attached Fee Schedule (both of which are later referred to as the “Mediation Agreement”).

PARTICIPANTS

The following shall attend the Mediation:

- the parties to the matters in dispute or as ordered by the Court, and their respective lawyers and/or representatives, if any,
- the Estate Trustee (if any), and
- any other person whose consent or advice is required to enter into a binding Agreement (by personal attendance, or by being available to be contacted throughout the Mediation).

There may be situations where the **Children’s Lawyer** and/or **Public Guardian and Trustee** shall be put on notice and/or participate.

ISSUES AND DOCUMENTS TO BE PROVIDED

Each Participant (or group of Participants with similar interests) shall deliver to STRATHGOWAN ESTATE MEDIATION and to all other Participants at least 7 days prior to the Mediation:

- a concise statement (preferably not more than 2 pages) of the issues to be mediated, their respective interests, and, if possible, the desired outcome of the Mediation,
- the Will or Trust, Powers of Attorney, Estate Accounts (if applicable), or other documents in issue and the Pleadings, Application Record and Affidavit of Documents of all Participants (if litigation has commenced), and
- any other relevant documents which have been discussed at the time of booking of the Mediation.

These documents shall be delivered, **IN DUPLICATE PLEASE**, to STRATHGOWAN ESTATE MEDIATION at:

**STRATHGOWAN ESTATE MEDIATION
Manulife Centre
44 Charles Street West
Suite 3411
Toronto, Ontario
M4Y 1R8**

Attention: M. Gaylanne Phelan

Mediations are not conducted at this address. Notice of the location of the Mediation will be given at the time that the Mediation is booked.

STRATHGOWAN ESTATE MEDIATION regrets that it cannot be guaranteed that the Mediator will be in a position to read documents delivered less than 72 hours prior to the Mediation.

COSTS OF THE MEDIATION

- the Participants acknowledge that they have received a copy of the attached Fee Schedule and agree to be bound by its terms.
- each Participant is also responsible for his or her lawyer's fees and all fees of all other professional advisors whom the Participant retains with respect to the Mediation.

THE ROLE OF THE PARTICIPANTS IN THE MEDIATION

The Participants:

- agree that through the voluntary, informal dispute resolution process of Mediation, they will use their best efforts, with the assistance of STRATHGOWAN ESTATE MEDIATION, to reach an agreement on the issues in dispute between them. The Participants acknowledge that they are responsible for resolving the matters in dispute and that STRATHGOWAN ESTATE MEDIATION is responsible for assisting them in so doing,
- acknowledge that they (and their respective lawyer and/or representative at the Mediation) have full and unqualified authority to settle the issues in dispute and understand that the Mediation may result in a binding and enforceable Settlement Agreement, unless otherwise disclosed by a Participant and agreed to by STRATHGOWAN ESTATE MEDIATION at the time of signing the Mediation Agreement,
- acknowledge that they have been advised by STRATHGOWAN ESTATE MEDIATION to obtain independent legal advice before signing this Mediation Agreement and any Settlement Agreement,

- agree that during the Mediation, they will not start or take any additional steps in any proceeding related to the issues in dispute, except as may be necessary to extend the time limit to preserve existing rights in any such proceeding,
- agree to disclose to each other and to STRATHGOWAN ESTATE MEDIATION the information relevant to the issues in dispute. To promote communication and to facilitate settlement of the issues in dispute, they agree that all information given during the course of the Mediation shall be available to be discussed with the other Participants and their lawyers unless a Participant specifically informs the Mediator at the time that the information is given that certain information is to be kept confidential,
- agree to keep confidential all information and documents exchanged between them as a result of the Mediation, except for purposes of enforcing any Settlement Agreement,
- agree that all statements made during the Mediation are privileged settlement discussions, are made without prejudice to any Participant's legal position, and are inadmissible in any subsequent legal proceedings. No Participant will make any attempt to compel testimony arising out of the Mediation, nor to compel production of any documents prepared or provided in connection with the Mediation,
- acknowledge and agree that STRATHGOWAN ESTATE MEDIATION will not disclose in any proceedings or to third parties confidential information provided during the course of Mediation except as otherwise required by law, nor submit any report to any Court (except as required by the Rules of Civil Procedure), nor will any Mediator testify on behalf of a Participant, and
- will indemnify STRATHGOWAN ESTATE MEDIATION from all claims arising as a consequence of the Mediation.

THE ROLE OF STRATHGOWAN ESTATE MEDIATION IN THE MEDIATION

STRATHGOWAN ESTATE MEDIATION will appoint a representative who will be impartial and neutral to assist the Participants in reaching their own voluntary agreement ("the Mediator").

The Mediator:

- is a facilitator, not an advocate. The Mediator does not provide legal or other professional advice. It is not the Mediator's duty to protect the legal rights of any Participant, to raise issues or matters not raised by the Participants themselves, or to determine who should be the Participants in the Mediation. If the Mediator offers a suggested solution, either personally or through an agent (including a tax-related solution), it is a suggestion only.
- may find it helpful to meet with the Participants separately during the Mediation in a private session (known as a "caucus").

STRATHGOWAN ESTATE MEDIATION

per: _____

Manulife Centre
44 Charles Street West
Suite 3411
Toronto, Ontario
M4Y 1R8
Phone: (416) 865-0295
Fax: (416) 925-5967

Witness

Print Name:

Witness

Print Name:

Witness

Print Name:

Witness

Print Name
