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April 13, 2026

AGREEMENT TO MEDIATE

This is an agreement to mediate (Agreement) for the purpose of settling and resolving the dispute described as: _____

The parties have jointly retained Merrill A. Hanson, Esq. to mediate the dispute. The parties and their attorneys (if applicable) agree that the mediation will be governed by the following term and conditions:

I. Good Faith

All parties will at all times engage in the mediation process and negotiate in good faith. The parties will have with them all participants necessary for a productive mediation. At least one participant from each party must have authority to settle the dispute. By signing this Agreement, the parties acknowledge their role to mediate in good faith.

II. Mediator's Role

The role of the mediator is to function as a "neutral" for the purpose of assisting the parties reach a resolution. As a neutral, the mediator assists the parties in identifying issues and facilitating communication in pursuit of a resolution that is acceptable to both parties. The parties acknowledge that the mediator is not acting as an advocate for either party and has no duty to provide legal advice to anyone. The parties are encouraged to seek out their own legal counsel for their own legal needs, including review of any contract generated through the mediation process, but the presence of legal counsel is not required for participation in a given mediation session. Prior to signing this Agreement, the mediator has made a reasonable effort to learn and has disclosed to the parties all potential conflicts of interest or appearance of a conflict. By signing this Agreement, the parties acknowledge they have been informed of the role of the mediator and are satisfied that any relationship disclosed will not affect the mediator's ability to function as a neutral, or in the alternative, accept the mediator to serve in the mediation and waive any claim based on such relationships.

III. The Mediation Process

Unless the parties reach an impasse or the dispute is otherwise found to be unsuitable for the mediation process, the mediation may include: an opportunity for all parties to be heard, the identification of issues to be resolved, the generation of alternatives to resolution, and if the parties desire, the composition of an agreement resulting from the mediation. Some sections of the mediation may be joint, and some may be in private

caucuses. Parties need not abide by the typical formalities of the court system while engaged in mediation.

Parties must attend mediation in person, or by video conference call where video conference call is acceptable by all other parties.

A mediation session is scheduled to be a minimum of a three-hour block. If the parties wish to add more time to the mediation, then they may do so in one-hour block increments. The Parties are encouraged to submit a mediation brief explaining the controversy from their perspective for the mediator's review prior to the mediation. Mediation briefs must be submitted to ensure receipt by at least two business days prior to the scheduled mediation date. Hard copies may be mailed to the address above or electronic copies may be submitted to Susan Happe at shappe@mindenlaw.com with the subject line clearly identifying the parties (e.g.: "Mediation Brief of [Name] for Mediation Schedule on [Date]"). Indicate on your mediation brief whether it is submitted confidentially.

Except for the mediation brief, the parties are encouraged to avoid unilateral communication with the mediator and to include all parties in all correspondence (except during mediation sessions).

By signing this Agreement, the parties acknowledge they have been informed of general mediation process.

IV. Agreement Resulting from Mediation

The mediation will continue until either the parties come to an agreement, or until the parties reach an impasse, or until one or both parties fail to act in good faith. The mediation process is voluntary and so the mediation may be terminated by either party. The mediator retains the right to terminate the process if the parties reach an impasse and it becomes apparent to the mediator that a resolution can not be reached, or if it becomes apparent that the dispute is not suitable for mediation. If the parties reach a resolution, at their election the mediator may provide a written memorial of the terms of their agreement. If signed by the parties, this agreement is binding on both parties. By signing this Agreement to mediate, the parties acknowledge they have been informed of the agreement resulting from mediation.

V. Fees

The services of the mediator are to be compensated for by both parties equally. The mediator charges \$550/hr (\$225/hr to each party). The mediator will take one hour to prepare for the mediation ahead of the date set for the mediation, and the minimum mediation is a block of three hours. The minimum timeframe is designed to encourage parties to take enough time to take the mediation seriously. Thus, the minimum fee for any mediation for the preparation for and attending mediation is \$1,650 (\$825 to each party). In the event a party fails to pay their share of the fees, the attorneys (if applicable) agree to guarantee payment of such fees. Fees are billed at the end of each mediation session, or if

no session is held, at the time of termination. An invoice will be provided to you at the end of each session and payment is due immediately upon receipt. In the event payment is not received, the mediator retains the right to charge 1% interest on the balance of any amount outstanding. By signing this Agreement, the parties and their attorneys acknowledge they have been informed of the fee arrangements for this mediation.

A deposit of \$825 is due from each party in advance to confirm scheduling the mediation. Payment may be made by check, by cash in person, or by credit card.

VI. Confidentiality

Attached to this Agreement is a signed contract entitled "Confidentiality Agreement." The parties agree to be bound by that agreement and incorporate that agreement into this Agreement.

VII. Merger, Choice of Law, Limitations, Arbitration

This Agreement and any stated attachments are incorporated into the Agreement and together represent the full intention of the parties to be bound by the terms of this Agreement.

CONFIDENTIAL DISPUTE RESOLUTION. In the unlikely event of a dispute between the mediator and any party arising out of or related in any way whatsoever to the interpretation and/or enforcement of this Contract, and/or the services provided hereunder, including any claim for fees, neglect or malpractice, or other related or unrelated tort or contract claim(s), each party shall bear his/her/its own costs and attorney's fees incurred at all stages of the dispute, including but not limited to, costs on appeal and in connection with enforcement of any award or judgment. Any such dispute shall be kept completely confidential, be submitted to non-binding confidential mediation and followed, if not settled at mediation, by binding confidential arbitration. The Federal Arbitration Act shall govern this arbitration clause, and any related court proceeding shall be sealed. Furthermore, in the event a suit is filed in relation to this contract for any reason, the parties further agree this agreement shall be interpreted under the laws of the State of Nevada. Any litigation under this agreement shall be resolved in the trial courts of Douglas County, State of Nevada. The filing party agrees to pay for the travel costs of the mediator should a case be filed in any other location, and the party shall also pay \$3,000 per day for each day the mediator is required to be away from the mediator's office to attend any deposition, trial, etc.

The parties warrant this mediation is not in connection with NRS 38.300 et. seq., and the mediator does not warrant or hold out that the mediator is on any registry or list of mediators or participating in any program.

VIII. Execution of Agreement

The undersigned acknowledge that they have read and understand the meaning, ramifications, and intent of this Agreement and by voluntarily signing below agree to be bound by its terms as of the date stated.



Merrill A. Hanson, Esq.
Mediator

Request to Sign Electronically: michele@lawfarm.life

Signed by all parties (separately), and by their attorneys, if applicable:

Name: _____ Date _____

Name: _____ Date _____

Attorney: _____ Date _____

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Name: _____ Date _____

Name: _____ Date _____

Attorney: _____ Date _____