

# **Agreement to Mediate**

*Signed at the Initial Session*

***Farmer Lender Mediation***  
**AGREEMENT TO BEGIN MEDIATION**

**Case No.** \_\_\_\_\_

**Debtor(s):** \_\_\_\_\_

**Initial Creditor:** \_\_\_\_\_

**The undersigned hereby agree to engage in mandatory mediation in accordance with the Minnesota Farmer-Lender Mediation Act.**

**\_\_\_\_\_ is serving as mediator in this matter.**

**All participants in the mediation process agree to abide by the following rules for participation in mediation under the Farmer-Lender Mediation Act. These rules are adopted as part of this agreement.**

**MEDIATION SESSION**

**Mediation sessions usually will include all participants. With the verbal consent of all participants, the mediator or any participant may ask for a private meeting, a CAUCUS, with the mediator.**

**CONFIDENTIALITY**

**The participants agree that all mediation discussions, like settlement negotiations, are confidential. No statements or documents shall be disclosed or used in any legal proceeding except with the consent of the parties and the mediator. This does not include relevant statements or documents otherwise available or discoverable.**

**STAY ON  
COLLECTION  
PROCEEDINGS**

**The participants understand that participation in mediation under the authority of the Farmer-Lender Mediation Act creates a stay on all efforts to collect the debts at issue during the 60-day mediation period.**

**NO LEGAL  
REPRESENTATION**

**The participants understand that mediators do not legally represent any of the parties, and it may be necessary for parties to consult with their attorneys or other representative(s) about any proposals made or decisions reached in mediation.**

**FULL  
DISCLOSURE**

Each participant shall fully disclose in the mediation process whatever information and writings requested by the mediator or other program staff and are necessary to aid in a full discussion of the issues.

**TRANSFER  
OF  
PROPERTY**

From the time of receipt of the notice of mediation from a Creditor and during the mediation process, property at issue and affected by the negotiations in the mediation process will not be transferred or disposed of, including property subject to existing security agreements, without the consent of all participating creditors and debtors.

**MEDIATOR  
TESTIMONY  
/ IMMUNITY**

**The mediator is not a witness to the parties' negotiations and may not be required to testify in any proceeding subsequent to the mediation. The mediator is immune from civil liability for actions or conduct within the scope of the mediator's duties.**

**AUTHORITY  
TO BIND  
PRINCIPAL**

**Participating representatives of parties in mediation will have full authority to make decisions for their principals.**

**PARTICIP-  
ATION**

**All participants in mediation will participate in the mediation process by being fully prepared to discuss the issues being negotiated and potential outcomes.**

**GOOD  
FAITH**

**All participants will negotiate in good faith, by complying with each of the rules in this agreement and other requirements of the Farmer-Lender Mediation Act. Non-compliance with these rules could result in a finding of lack of good faith by the mediator.**

**TERMINATI  
ON OF  
MEDIATION**

**Mediation is terminated when an agreement is reached; when the participants determine no agreement will be reached; when the mediator finds lack of good faith; or when the time period for mediation expires and is not extended.**

**By signing this agreement, the participants understand that their names, addresses, and any financial information in Farmer Lender Mediation participant files may be available to the Office of the Inspector General of the United States Department of Agriculture.**



## Debtor/s and Debtor Representatives:

Signature

:

\_\_\_\_\_  
(Print name)

Signature

:

\_\_\_\_\_  
(Print name)

## Creditor/s and Creditor Representatives:

(Organization  
Name)

by: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mediator

**Financial Analyst**