**Agreement to Mediate**

The parties in District Court, Water Division No.      , Colorado, Case No.       (hereby referred to as “     ”) agree to mediate this case. The parties agree that Gregory J. Hobbs, Jr., a Senior Judge employed by the Colorado Courts will serve as mediator, without a mediator’s fee being charged to the parties. The parties understand that the mediator’s role is to facilitate a mutually satisfactory agreement to settle some or all of the disputed issues in these cases. The parties understand that the mediator will not function as an advocate, judge, or decision-maker. Mediation proceedings will occur at the Ralph Carr Judicial Center, Denver, Colorado or at other locations chosen by the parties and the mediator.

Each party commits to having a person who has authority to enter into a settlement agreement present throughout the mediation process. Parties who are represented by an attorney are entitled to bring their attorneys with them. Parties without an attorney understand they have a right to hire their own attorney to represent them in the water court proceeding and in this mediation. The mediator will not act as their attorney and will not give legal advice to any party in the mediation. The mediator’s role is to help the parties generate solutions and assist the parties in reaching decisions acceptable to each of them. Parties may seek professional advice, including the assistance of water professionals, such as attorneys, engineers, and hydrological modelers.

Statements made by the mediator during this mediation shall not be considered legal advice or legal counsel. It is agreed that this mediation does not create an attorney client relationship between the mediator and the parties. If an agreement is reached, the parties shall reduce the terms to writing and submit it to the District Court for review. The mediator will report to the District Court only that an agreement has been reached in whole or in part, or not reached in any respect.

Disclosure of Information Pertinent to Mediation and Conduct of Proceedings

Full disclosure of all relevant and pertinent information is essential to the mediation process. Therefore, the parties will completely and honestly disclose to the mediator and all the other parties all relevant information and documents pertinent to the mediation.

The parties agree to negotiate in good faith and make a sincere effort to continue the mediation until an agreement is reached. However it is understood that mediation is a voluntary process and the parties can withdraw from the mediation at any time. If a party chooses to withdraw, that party agrees to discuss this course of action fully with the mediator to determine if this action is pre-mature. The parties understand the mediator may suspend or terminate the mediation if he feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that he can no longer effectively perform his mediation role.

Confidentiality

Everything said or done in the mediation session is confidential and cannot be used for purposes outside the mediation including email correspondence. Everything said or done by any party shall be considered in the nature of discussions to compromise and settle the case being mediated and is confidential.

No party, nor the mediator, will make any audio or video recording of these mediation meetings or any communications related to them, such as telephone calls between the mediator and a party, unless all individuals involved in that communication have previously agreed to the audio or video record (i.e. all parties and the mediator in a mediation meeting or all individuals involved in a telephone call or video web conferencing). When the mediation has been completed or terminated, the mediator shall destroy all notes, records, and documentation in his possession generated in connection with the mediation, except for a copy of this Agreement to Mediate, any mediated written agreement achieved, and administrative information connected with the mediation. The provisions of the Colorado Dispute Resolution Act including provisions of C.R.S. 13-22-307 govern this mediation.

The following are exceptions to the confidentiality rule: 1) if a party makes a statement that reveals an intent to commit a felony, inflict bodily harm, or threaten the safety of another person; 2) any disclosure required by federal or state statute; 3) any statements necessary and relevant to any action alleging willful or wanton misconduct of the mediator; or 4) all parties and the mediator agree to waive confidentiality.

Due to the confidential nature of mediation, the parties agree not to subpoena the mediator to testify or serve as a witness, consultant, or expert regarding this dispute or any subsequent disputes between the parties. This Agreement to Mediate and any agreement reached and signed by the parties in this mediation proceeding is not confidential.

Indemnity

The parties acknowledge that the mediator will NOT testify or serve as a witness, consultant, or expert or provide any written documentation, in any pending or future action related to the mediation and mediation communications, to individuals who are not parties to the mediation. The parties agree they are waiving the right to call the mediator as a witness or subpoenaing the mediator’s records. If an attempt to subpoena the mediator is made in violation of this paragraph, the violating party agrees to reimburse to the Colorado Courts and the Mediator any and all resulting expenditures they incur.

Professional Advice

By signing this document below, the parties verify they have been advised to seek professional advice in order to determine any rights and responsibilities that either of the parties may need to consider prior to entering into and /or agreeing to a settlement. The parties have this right to seek professional counsel any time during or prior to signing of any mediated settlement agreement that may be reached during the mediation process. If an attorney represents parties, she or he will be given time to review the mediated settlement agreement, if one is reached, with legal counsel prior to signing. Participation by a person in any meeting or proceeding involved in this mediation shall constitute acceptance of all provisions of this agreement by that person.

Mediator Fee and Costs

The mediator will not charge a fee to the parties for this mediation. The parties agree to pay any costs incurred by the Colorado Courts or the mediator in connection with this mediation, such as conference room rental, meals, travel, mileage, and overnight lodging costs.

Acknowledgment and Signatures

By signing below, I,      , acknowledge receipt of this agreement and agree to abide by theses stipulations. I consent to these terms and I understand that I have been given the right to consult legal counsel before executing this document.

Dated this       day of       2016.

By signing below, the parties agree to the terms of the agreement. Signatures may be provided in counterpart.

**Party** (Insert name, signature, post office mailing address, phone number, and e mail address)

**Attorney, If Represented** (Insert name, signature, post office mailing address, phone number, and email address)

Mail your signed document, or provide it by email with electronic signatures, to Senior Water Judge Gregory J. Hobbs, Jr., Ralph Carr Judicial Center, 2 East 14th Avenue, Denver, Colorado 80203, [gregory.hobbs@judicial.state.co.us](mailto:gregory.hobbs@judicial.state.co.us) (cell 303-419-2862). Mediator will provide his signature and date on your signed document