

AGREEMENT TO MEDIATE

Parties involved: _____ and _____

The undersigned parties hereby agree to have mediation services provided by The Empowerment Center and understand and agree to the following rules while participating in the mediation process:

1. Good Faith Effort

Parties in the mediation process agree to make a good faith effort to resolve their conflict, which means to make an honest endeavor to participate in communications or conferences with the other party with the purpose of reaching a mutually acceptable settlement.

2. Confidentiality

Except as otherwise agreed by the parties or permitted by law, any oral or written communications prepared specifically for or expressed in the course of the mediation proceeding are privileged and confidential and shall not be disclosed through discovery or any other compulsory process and are not admissible as evidence in any judicial or arbitration proceeding. Audio or visual recordings of mediation communications, electronic or otherwise, are not permissible. Exceptions to the rule of confidentiality in mediation communications that are permitted by law involve immediate threats of physical violence or when child abuse is suspected or reported. Any documents that are produced as a result of mediation, such as a settlement agreement or summary of decisions reached, may be used by participants in subsequent relevant proceedings.

3. Voluntary The mediation process is entirely voluntary, and any party can withdraw from this mediation at any time, for any reason.

4. Courtesy

The parties agree to be courteous throughout the mediation process by respecting the opinions, perceptions, and feelings of the other parties and by refraining from personal attacks, intimidation, threats, and verbal or physical abuse.

5. Role of the Mediator

The mediator may conduct joint and separate meetings with the parties and may suggest resolutions to the conflict, but does not have authority to impose a settlement. The Empowerment Center is not the holder or enforcer of any mediated agreements. Mediators notes created during the mediation process are destroyed upon completion/termination of the mediation. **The parties shall not call the mediator to testify** in any litigation, administrative proceeding, arbitration, or any other proceeding, nor introduce into such proceedings any information obtained during the mediation process and shall not try to compel the production of any of the mediator's records. The mediator is a neutral third party facilitator here to help the parties communicate and come to their own agreement. The mediator is not a judicial officer of the State and is not acting as a lawyer or representative for any of the parties involved in the mediation process and is not providing any legal protection for one side or the other. The mediator does not give legal advice. You are encouraged to consult your own attorney with any legal questions and to review your final agreement, especially in family law matters.

The mediation process is not psychotherapy or counseling. The mediator is not acting as a psychotherapist in during the mediation process and is not providing formal psychological assessment or psychological treatment.

6. Representation

Any party to the mediation may be represented by another person provided that the representative has sufficient knowledge of the problem and full authority to make and sign a binding agreement on behalf of the represented party, and that efforts to mediate with the representative are likely to enhance the possibility of achieving a settlement.

7. Legal Counsel

The parties may consult legal counsel any time during the mediation process. The mediator has no duty to protect the interests of the parties or to provide them with information about their legal rights.

8. Termination of Mediation

The mediation process is terminated when (a) the parties reach a settlement agreement; (b) the mediator determines that further efforts at mediation are no longer likely to achieve a settlement; (c) or both parties withdraw from the mediation proceedings.

9. Fees/Advanced Deposits The hourly fee of the mediator shall be \$_____. This fee is subject to change with advance notice. Payment shall be made at the time of each meeting. This hourly fee is applicable for time spent with parties in mediation starting at the time the meeting is scheduled to begin and for time outside of the meetings required to study documents, do needed or appropriate research, communicate with the parties via phone or email and to prepare any written agreement or memorandum of understanding resulting from the mediation. **The parties will be charged a fee of one hour at the normal hourly rate for canceled or missed sessions unless notice of cancellation is received 24 business hours prior to the scheduled meeting.**

An Advanced Deposit in the amount of \$_____ is required. This advanced deposit will be applied towards future services and any unused portion will be returned to the parties at the conclusion/termination of the mediation. This deposit may need to be replenished and the mediator may cease to perform services for the parties if payments are not current. The parties agree to share the fees in the following manner:

10. Trust In order to maintain the mutual trust that is essential to mediation, the parties mediating financial issues relating to divorce agree not to dispose of or alter any of their joint assets without the consent of the other. If the parties are negotiating property or support matters, it is agreed that there will be full and complete disclosure of all information and documents necessary to reach an informed decision regarding all aspects of the negotiation including, for example, financial statements, appraisals, and income tax returns.

11. Independent experts It may become necessary during the mediation to engage the services of an independent expert with respect to tax matters, valuation of properties, mandated child support calculations, custody evaluators, QDRO's or other matters that may seem appropriate. In such event, the parties will jointly select and engage such expert and will pay the expert directly.

12. Litigation The parties agree to suspend any pending litigation relating to the topics being mediated during the remainder of the mediation. Each party promises to inform and confirm with the other before commencing any further legal action.

13. Written memorandum or agreement At the conclusion of the mediation, the mediator may prepare a written memorandum or agreement. The mediator, at the parties' request, may prepare a Memorandum of Understanding, which is not intended to be a legally binding document. The parties shall review that Memorandum and sign it indicating their understanding that it accurately reflects the agreement reached by them. If the parties desire a legally binding agreement, they each agree to submit the Memorandum of Understanding to an attorney of their choice for review and that one or the other's attorney will prepare a final, written, legally sufficient and binding agreement incorporating the terms of the Memorandum and such additional matters as the attorneys determine are required in order to make the agreement legally complete.

Signatures of parties:

_____	_____	_____	_____
(Name)	(Date)	(Name)	(Date)
_____	_____	_____	_____
(Name)	(Date)	(Name)	(Date)

Mediator