

AGREEMENT TO MEDIATE

© ClearPath Mediation

Mediation is a confidential, voluntary process. It is an alternative form of dispute resolution, and is often faster, less expensive, and less stressful than litigation. As your Mediator, Benjamin L. Lawrence will work with you in an attempt to reach a mutually acceptable solution. Any written agreements made in mediation are not legally binding unless the parties and their counsel (if represented) consent in writing.

All parties to this mediation, by signing below, understand and agree to the following terms:

GOOD FAITH

We agree to enter into this mediation in good faith; that is, we will sincerely attempt to resolve the issues at hand by participating fully and genuinely in the search for workable solutions.

HONESTY

We agree to completely disclose all relevant information to the other party and the Mediator. This includes all documentation that would normally be available in litigation. If either party fails to disclose fully, any agreement reached in mediation may not be enforceable.

CIVILITY

We agree to remain courteous throughout this mediation, and will not make personal attacks or angry outbursts. We will respect the opinions and feelings of all parties present. We agree not to interrupt each other.

CONFIDENTIALITY

Mediation works best when all parties feel safe to consider options and propose solutions; therefore, open and honest communication is essential. The Mediator will not reveal anything discussed in mediation without the permission of all parties. Parties to the mediation will not call the Mediator as a witness in any legal or administrative proceeding related to this dispute. If any party attempts to subpoena the Mediator, he will move to quash the subpoena and seek reimbursement for any expenses incurred by such action. No recording devices are allowed in a mediation session.

Exceptions to Confidentiality Rule

By law, the following are exempt from confidentiality and **must** be disclosed by the Mediator:

- i) Allegations of certain computer crimes;
- ii) Unreported allegations of abuse to a child, elderly person, or incapacitated person;
- iii) A threat to inflict bodily injury or commit a crime of violence.

WITHDRAWAL

Any party, including the Mediator, may terminate the mediation at any time and for any reason.

ROLE OF MEDIATOR

The Mediator serves as a neutral third party whose purpose is to facilitate effective communication and to help the parties reach a mutually acceptable agreement. He will not act as an advocate, judge, therapist, or counselor. He may provide legal information where appropriate, but he will not offer legal advice.

FEES & CANCELLATION POLICY

The fee for mediation services is \$250 per hour and is due at the end of each session. A two-hour minimum fee applies to all mediations. The fee is to be shared equally by the parties, unless they agree to a different arrangement. If a Memorandum of Understanding is requested by the parties, a flat fee of \$500 will apply. For divorce cases only, if the Mediator has agreed to provide a complete set of court documents, a flat fee of \$2,000 will apply. This flat fee includes the required court filing fee.

If a change in the appointment time is necessary, the Mediator must be given no less than 24 hours' notice, or a cancellation fee of \$500 will be charged to the party requesting cancellation. If both parties request cancellation, the fee will be split equally.

DISCLOSURE STATEMENT

If the Mediator knows of any conflict of interest arising in this case, he will make it known to the parties and will make a written note of the conflict in the below space.

SIGNATURES

We, _____ and _____, have
 [print name] [print name]
read this Agreement to Mediate and consent to its terms.

Party #1

Date

Attorney for Party #1

Date

Party #2

Date

Attorney for Party #2

Date

Other

Date

Other

Date

Benjamin L. Lawrence, Mediator

Date