

AGREEMENT TO MEDIATE

1. This is an Agreement to Mediate between _____
(Mediator's Name)
and _____ & _____.
(Client Name) (Client Name)
 - A. The fee for mediation is \$_____ per hour.
 - B. There is a \$_____ retainer fee to cover the time outside of sessions used by the mediator to draft Agreements and prepare for the sessions. This fee is to be paid at the first session.
 - C. Any unused portion of this retainer fee will be returned at the end of the mediation process.
 - D. _____ & _____ agree to be responsible for these payments, which will be made at the end of each session. The payment agreement between the two parties is _____.
2. The parties understand that mediation is a voluntary process and that the role of the mediator is that of a neutral facilitator, not that of a judge, arbitrator, lawyer or therapist. At no time will the mediator give legal advice, and parties are encouraged to seek individual legal counsel between mediation sessions, if they feel it is necessary, and to have legal counsel review their Final Agreement after all issues have been mediated.
3. After the Orientation session and the Agreement to Mediate has been signed, the mediation process will begin. Sessions will be scheduled on a regular basis, generally once a week, or according to appropriate intervals, based on individual schedules and the amount of work the parties need to complete between sessions.
4. All parties, including the mediator, agree that whatever information is shared in the sessions remains confidential and both parties agree not to call the mediator as a witness or testify about these sessions, should litigation occur at some point. Communications during mediation fall within the purview of the Rules of Evidence which prohibit any party from introducing these communications into evidence. Parties do understand, however, that the mediator is obligated to report to appropriate authorities any suspected child abuse or bodily harm or violence to another person of which he/she may become aware.

5. All parties agree that full financial disclosure is assured by all parties. Also, should outside experts such as appraisers, accountants, pension evaluators, etc., be used to facilitate and protect the information process, all parties will cooperate toward the goal of full and complete financial disclosure. The expense for any outside experts shall be paid according to the payment agreement (see point 1).
6. During mediation, both parties agree not to transfer, encumber, or in any way take any action which would dissipate assets, whether jointly or individually owned, unless agreed by both parties, in writing, or with approval of their attorneys, if they are represented by counsel. Clearly, transactions in the normal course of business or for day to day living expenses are exempted.
7. There will be a \$_____ charge for all appointments not cancelled at least 24 hours in advance.
8. By signing this Agreement, all parties agree to be bound by the terms of this Agreement.

CLIENT

CLIENT

MEDIATOR

DATE