

AGREEMENT TO MEDIATE

I acknowledge by my signature below that:

1. I will voluntarily participate in mediation in good faith and with a sincere effort to come to a fair resolution. I agree to be honest and fully disclose all relevant information pertaining to this situation.
2. I understand the mediator is a neutral facilitator who will assist me and the other party to come to a fair settlement. The mediator is not a hearing officer nor will she be an advocate for one party or the other. She will not make any decisions for me or the other party.
3. The mediator will not provide legal advice, financial counseling, or therapeutic counseling. I understand I may need to use the services of outside experts to provide me with advice so that I may make informed decisions. I may also seek a legal review of the mediated agreement before finalizing it, if desired.
4. The mediation process is confidential. I understand this process may not be recorded by any means, electronic or otherwise. The sharing of information about this process to anyone who did not participate is at the discretion and mutual agreement of me and the other party. In some instances, the mediator may be required to file a disposition notice with the court.
5. I agree not to subpoena the mediator, her notes or files in any further legal or administrative action. I agree to reimburse the mediator for her legal fees and any expenses associated with the mediator's quashing of the subpoena.
6. I understand the mediator is required by law to report incidents such as abuse to minors, elderly abuse, abuse of the disabled, threats of physical violence or computer fraud. The mediator may also choose to report other serious crimes to the proper authorities.
7. I agree that I will stay and hear the mediator's complete opening statement. I understand that I am not required to stay and finish the process if I believe it does not work for me. The other party has the same right. The mediator may also stop the process at her discretion.
8. I understand the mediator's fee is \$100.00 per hour. This fee is due and payable at the conclusion of each mediation session. I also agree to pay all document preparation fees, research fees, postage and other expenses for these services prior to leaving the final session. The fees will be paid as follows:

9. If the other party and I come to a satisfactory settlement, the mediator will write these in a Memorandum of Understanding, which I and the other party will sign.
10. The mediator has gone over each of these points with me and I have had the opportunity to ask questions and have each point explained to me.

Signature

Date

Signature

Date

Signature

Date