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Take Charge, Inc.
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AGREEMENT TO MEDIATE

Parties agree to mediate in order to resolve certain issues or matters in question or in dispute. Mediation services will be provided through Take Charge, Inc. with Terri Clinton Dichiser serving as mediator. Signature of this Agreement constitutes agreement to the terms outlined below.

1. MEDIATOR'S RESPONSIBILITY

1.1 The mediator is responsible to aid and facilitate the informed and consensual resolution of issues presented on behalf of each party.

1.2 Parties understand mediator has no authority to decide or determine issues. Mediator's authority is set by parties' voluntary participation in mediation. The mediation process may be terminated at any time by either party or mediator.

1.3 Professional mediator follows the Model Standards of Practice for Family and Divorce Mediation set out by the association for Conflict Resolution. Copies of those standards are available upon request.

1.4 Legal Advice. Mediator will not provide legal advice or legal representation to either party at any time during or after the mediation process. Further, disclosure of prior associations or contacts with either party, if any, will be made before mediation begins.

2. MEDIATION PROCEDURE AND RULES OF MEDIATION

2.1 Parties have been advised and understand that as part of the mediation process, if financial, property, or business matters are at issue, each party is obligated to disclose and submit to the mediator and to each other, complete and accurate financial information along with supporting documentation regarding financial circumstances.

2.2 Parties understand and agree to regular appointments, although number and length of sessions may vary depending on the circumstances and complexities of issues presented. At some time during the mediation process, with each party in agreement, mediator may request a meeting with each party separately for an individual session. The agreed upon fee will be the responsibility of the party in private session.

2.3 At the end of the mediation process, the mediator will prepare a proposed Memorandum of Understanding recording decisions, understandings, or agreements in plain language.

2.4 The proposed agreement is not legally enforceable and is not binding. Both parties understand the mediation process can lead to the settlement of issues, but is not a substitute for the legal process and it may be necessary to appear in court. Either party may withdraw from mediation at any time or the mediator, for good cause, may terminate the mediation process at any time. Neither party can be legally obligated to a mediated agreement until the agreement is formally signed or executed through the legal process. No agreement will be signed in mediation.

2.5 The mediation process is confidential. Parties expressly understand and agree any statements made during the mediation process about any matter shall be considered confidential. Parties will not request the mediator or records prepared by the mediator for the mediation process, be used or admitted in any subsequent legal proceeding. Parties understand state law and court rules provide for confidentiality in mediation.

2.6 Rules of Mediation. Parties are provided copies of the Rules of Mediation and understand those rules are part of this agreement. In agreeing to mediation, parties are obligated to follow those rules in good faith.

3. THE FEE AGREEMENT

3.1 Fees. Parties agree to pay Take Charge, Inc. for all services rendered to the Client in the Mediation Process at the hourly rate of **\$175.00** per hour for all time spent on the Client's matter. Time is charged in minimum units of one quarter (1/4) of an hour. The Client will be charged for the time spent on telephone calls, correspondence, session agendas, session summaries, conferences, travel time, out of pocket costs and e-mail relating to the Client's matter.

3.2 Payment Structure. Parties agree to pay Take Charge, Inc. an advance of fees of **\$2000.00**. The hourly charges, costs and expenses incurred will be credited against the deposit. Take Charge, Inc. will provide the Client with itemized monthly billing statements. The Client authorizes Take Charge, Inc. to use the sums deposited to pay the fees incurred.

3.3 The Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance deposit against anticipated fees for services to be provided. At such time as the initial deposit is reduced to **\$500.00**, the Client will pay an additional deposit of **\$1000.00**. Any funds remaining on account with Take Charge, Inc. at the conclusion of the mediation which have not been earned, will be refunded to the Client within ten (10) business days of the mediation conclusion or when services are no longer required.

If retainer balance is at 0.00, parties agree to pay any balance due upon receipt of invoice for writing the settlement agreement before settlement agreement is delivered. Payments are non-refundable. **A \$30 charge will be assessed for all returned checks. Unpaid balances of 90 days will be submitted for collections.**

3.4 Cancellations. Keeping regular appointments is the most effective means of successful mediation. Parties agree that a schedule appointment constitutes an agreement to pay for professional time reserved. **The full hourly fee of \$175 per hour will be deducted from the retainer for any cancellation made with less than 48 business hours notice.**

4. SIGNATURE OF AGREEMENT

4.1 Parties agree, by signature below, to adhere to the full extent of this agreement. A copy of this signed agreement will be given to each party at the end of the first mediation session.

Signature: _____ Date: _____