

AGREEMENT TO MEDIATE

Date: _____

To: _____

Each of you has agreed to mediate in order to resolve certain issues or matters in question or in dispute, specifically with regard to

You have requested that I provide mediation services. This agreement is to confirm our understanding and become effective when signed by each of you and upon receipt of the retainer fee we have agreed upon.

1. THE MEDIATOR'S RESPONSIBILITY

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

1.2 You understand that as a mediator, I have no authority to decide or determine issues. The extent of my authority is set by your voluntary participation in mediation and the mediation process may be terminated at any time.

1.3 As a professional mediator, I follow 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 your request.

1.4 Legal Advice. You both understand that as a mediator, I will not provide legal advice or legal representation to either of you at any time during or after the mediation process. Further, I have disclosed any prior associations or contacts I have had with either of you, if any, prior to the beginning of mediation.

2. THE MEDIATION PROCEDURE AND RULES OF MEDIATION

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

2.2 You both understand and have agreed that we shall meet together regularly, although the number and length of the session may vary depending on the circumstances and complexities of the issues presented. At some time during

the mediation process, with your agreement, the mediator may want to meet with each of you separately in a private session.

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

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

2.5 The mediation process is confidential. Both of you expressly understand and agree that any statements made during the mediation process by either of you about any matter shall be considered confidential. Neither of you shall request the mediator or records prepared by the mediator for the mediation process be used or admitted in any subsequently legal proceeding. You also understand that state law and court rules provide for confidentiality in mediation.

2.6 Rules of Mediation. Both of you have been provided copies of the Rules of Mediation and understand that those rules are part of this agreement. In agreeing to mediation, you are obligated to follow those rules in good faith.

3. THE FEE AGREEMENT

3.1 Hourly Rate. You have agreed to pay an hourly rate of \$125 per hour for my services as mediator and any other time necessary for the completion of the process. The Mediator's fees are separate from fees for accountants, legal counsel, or other experts with whom you may consult.

3.2 Payment Structure. You have agreed to pay for each mediation session _____, and have agreed that those fees will be divided _____. You have also agreed that you will pay a down payment t on the work necessary to complete the written settlement agreement and that this down payment will be based on an estimate of the time necessary to complete the agreement. You have agreed to pay any balance due for writing the settlement agreement before the settlement agreement is delivered to you. Payment in full of any monthly balance due is expected within ten days of your receipt of the monthly statement unless special arrangements have been made.

I look forward to working with you both. Should this letter accurately reflect our understanding, please sign your names in the spaces provided below. You will each be given a copy of this letter for your records.

Sincerely,

Terri Clinton Dichiser

Name

Date

Name

Date