

AGREEMENT TO MEDIATE

This is an agreement between _____ and _____ (hereafter referred to as the Parties) and the Mediator. The Parties have entered into mediation with the Mediator with the intention of reaching a consensual settlement of their dispute regarding _____. This Agreement is to confirm that understanding and becomes effective when signed. The provisions of this agreement are as follows.

Mediator's Responsibility

The Mediator, as an advocate for settlement, will aid and facilitate the informed and consensual resolution of those issues the Parties present for consideration. The Mediator works on behalf of both of the Parties to 1) outline the issues for resolution; 2) encourage an open exchange of solutions to each issue; 3) promote discussion; and 4) advance effective decision making.

The Parties understand that the Mediator has no authority to set the agenda, select the issues for resolution, offer any legal opinion, or decide the solution. The Mediator may discuss options and possible solutions with the Parties. The Mediator shall not discuss the mediation, any options or solutions with the attorneys for the Parties or any person or agency outside the mediation process. The Mediator does not warrant or represent that settlement of any/all issues will result from the mediation process.

The Parties understand that the Mediator, **may offer information, but will not provide legal advice or legal representation to either of you at any time during or after the mediation process. It is expected that each party retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and obligations.** You are strongly encouraged to consult with your respective attorneys at any time you wish during the course of the mediation process.

If the Mediator had any prior associations with either of you, the Mediator has discussed and disclosed that relationship to all Parties to the best of the Mediator' knowledge.

The Mediator shall not reveal anything discussed in mediation unless expressly requested to do so by all Parties. However, it is understood that the Mediator is required by law to disclose all information confided by the Parties to the Mediator involving allegations of abuse committed against any minor or elderly persons and the future threat of death or serious bodily injury by a Party to another person.

At the end of each mediation session, the Mediator will prepare a summary of the issues discussed and the Parties' decisions, understandings or agreements. The summary will be provided to each Party's attorney and may be used to draft an interim or final agreed order. When required, Mediator will provide a Mediator Closing Summary to the Judge assigned to Parties' case.

The Parties' Responsibility and Understanding

It is understood that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations and statements made in the course of mediation are absolutely confidential. Therefore:

- a. The Parties agree that they will not at any time, before, during, or after mediation, call the Mediator as witnesses in any legal or administrative proceeding concerning this dispute. To the extent that the Parties may have a legal right to call the Mediator as witnesses, that right is hereby waived by each party.
- b. The Parties agree not to subpoena or demand the production of any records, notes, work product or work product of the Mediator in any legal or administrative proceeding concerning this dispute. To the extent that the Parties may have a legal right to demand the aforementioned documents, that right is hereby waived by each party.
- c. If, at a later time, either party decides to subpoena the Mediator, the Mediator will move to quash the subpoena. That party agrees to reimburse the Mediator for whatever expenses are incurred in such an action (including attorney's fees) plus \$200.00 per hour the time the Mediator expends in responding to the subpoena.
- d. The exceptions to the above are: this Agreement to Mediate and any written agreement made and signed by the Parties as a result of mediation may be used in any relevant proceeding, unless the Parties make a written agreement not to disclose; and, for cases in which the Parties are ordered to mediate by the court, the Mediator will submit a "Mediation Closing Summary."

The Parties 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 each other, complete and accurate financial information as follows:

INCOME

Federal/State Tax Return (last two years)
Copies of W-2
Last three pay stubs
Financial Statements
Bank statements (last two years)
Records of other sources of income

PENSION INFORMATION

Retirement Plan Booklet
Most recent annual report/statement of employer's retirement plans
Statements of IRAs, Keogh, etc.

CASH FLOW ANALYSIS/BUDGET

Current check registers
Details of all monthly living expenses

ASSETS

Savings passbooks
Brokerage account statements
Money Market statements
Mutual Fund statements
Certificates of Deposit
Treasury Bills/Bonds Notes
Copy of mortgage papers
Latest closing statement
Current value of household furnishings and personal property
List of contents of safety deposit box

INSURANCE INFORMATION

Life Insurance
Health Insurance
Automobile policies
Household policies
Appraisal report for valuables
Employers group medical/life insurance

LIABILITIES

List of all current debts including:
Mortgage(s)/equity loans
Bank loans
Personal loans
Automobile installments
Student loans
Charge cards
Other

BUSINESS ASSETS

Most recent tax return
Annual profit and loss statements
Monthly/quarterly profit and loss statements
Buy/Sell Agreements

MISCELLANEOUS

Wills
Trusts

Each of you may use professionals as advisors, but each accepts full responsibility for the reasonable accuracy of the figures. If either party fails to make such full disclosure, then the agreement reached in mediation may be set aside.

