

## AGREEMENT TO MEDIATE

The undersigned party agrees to voluntarily enter the mediation process and understand and consent to the following:

1. **Definition of Mediation:** Mediation is a process in which a neutral facilitates communication between the parties and, without deciding the issues or imposing a solution on the parties enables them to understand and reach a mutually agreeable resolution to their dispute.
2. **Role of Mediator:** The mediator acts as a facilitator, not an advocate, judge, jury, counselor, or therapist. The mediator assists the parties in identifying issues, reducing obstacles to communication, maximizing the exploration of alternatives, and helping parties reach voluntary agreements.

The mediator does not provide legal or technical advice. Parties are encouraged to seek the advice of independent counsel at any time. The mediated agreement may affect the legal rights of the parties. Each party to the mediation should have any draft agreement reviewed by independent counsel prior to signing the agreement.

The undersigned party agrees that the mediator shall not be required to testify in any court action related to this mediation under any circumstance.

3. **The Mediation Process:** The process will include at a minimum, an opportunity for all parties to be heard, the identification of issues to be resolved, the generation of alternatives for resolution, and if the parties so desire, the development of a Memorandum of Understanding or Agreement.

4. **Confidentiality:** All memoranda, work product and other materials contained in the case files of a neutral or dispute resolution program are confidential. Any communication made in or in connection with the dispute resolution proceeding which relates to the controversy, including screen, intake, and scheduling a dispute resolution proceeding, is confidential. This prohibition does not apply to: (a) the report of the mediator under the court rule, (b) information reasonably required by court personnel to administer and evaluate the mediation program, (c) information necessary for the court to resolve disputes regarding the mediator's fee, or (d) information necessary for the court to consider issues raised under the court rule.

5. **Fees:** The parties and the mediator agree that the fee for the mediation shall be \$150.00 per hour per party. A two (2) hour minimum fee shall be charged and collected regardless of the duration of the mediation. Fees cover time spent with the parties and time required to study documents, research issues, correspond,

make telephone calls, prepare draft and final agreements, and do such other things as may be reasonably necessary to facilitate an agreement. The mediator shall be reimbursed for all expenses incurred as a part of the mediation process. Fees are payable to Domestic Mediation LLC.

The parties shall be jointly and severally liable for the mediator's expenses. As between the parties only, responsibility for the mediator's expenses shall be equally shared.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_.

This Agreement between:

---

---

Mediator James Abron