

## MEDIATION AGREEMENT

This Agreement for Services is entered into between John Hurst and the mediation clients, attorneys, mediators and others present or otherwise participating in the mediation process. By signing below, the parties to this Agreement to Mediate agree to the following:

1. MEDIATION PROCESS - The mediation will be conducted as a problem solving discussion concerning the mediation clients' interests, the issue facing them, the resources available or needed to satisfy their objectives, and the options which can be generated as possible resolutions of their dispute. The mediation will engage a six step problem solving process:
  - a. An orientation to mediation to give the mediators and the clients an opportunity to exchange information,
  - b. A facilitated discussion of the specific issues which need to be resolved,
  - c. The generation of possible alternatives to be considered by the clients,
  - d. An evaluation, by the clients, of these alternatives and how well they resolve the identified issues,
  - e. A tentative decision as to the terms of an agreement with an examination of workability of the agreement, and
  - f. Putting the agreed terms into a written document, reviewing the terms, and making any necessary changes for the clients to have reviewed by legal counsel.
  
2. ROLE OF THE MEDIATOR - The role of the mediator will be to;  
Listen carefully to each participant,  
Clarify statements made and information exchanged for full understanding,  
Ask questions designed to elicit information the participants may need,  
Keep the participants on track and focused on the issues,  
Assist the parties to gather information from each other and to identify ways to gather other needed information,  
Help the parties to test and examine potential agreements,  
Suggest when outside experts, such as attorneys, child development specialists/evaluators ,tax consultants, therapists, appraisers, etc may be needed, and  
Otherwise facilitate negotiations while remaining neutral as to the final outcome.  
The mediator will not make a judgement, give legal advice, evaluate the client's case or otherwise act favorably toward a particular outcome.
  
3. CONFIDENTIALITY - Everything said or done in the mediation session, and in connection with the mediation process even if outside a mediation session, is confidential as provided by law and may not be used in any subsequent judicial or administrative proceedings, except as allowed by statute. These exemption include any signed written agreements, any complaints raised regarding the conduct of the mediation, any information that the parties jointly waive in writing the confidentiality of, the financial data used to calculate child support, and any allegations of child abuse, or any threats of future harm.
  
4. VOLUNTARY PARTICIPATION - The mediation process is voluntary and shall continue until any party or mediator terminates the process, or until an agreement is reached. Any participant ordered to mediate by a Court need only participate in an initial evaluation session to explore whether mediation appears to the clients and the mediator to be a useful process in the resolution of the clients' dispute.
  
5. COURT REPORTS - Any reports required to be filed by the mediator with a Court will contain only information as to the clients attendance at an initial mediation evaluation session, whether or not further mediation is recommended or if agreement was reached and, if so, a copy of the agreement. No information will be reported as to the reasons why agreement was not reached, the demeanor or attitude of the clients.
  
6. JOINT & SEPARATE SESSIONS - The mediators may ask the parties to participate in joint sessions, where all mediators, clients and other participants are present, and at times the mediators may ask to meet separately with each party in turn.

7. PARTICIPATION - The clients and other participants will participate in good faith, will treat other participants with respect and courtesy, and each party will provide substantial full disclosure of all relevant property or financial information needed by the parties to make informed decisions.
8. BREAKS - Any participant who feels the need may call for a break during the course of mediation. The break may be a short time and then resume, or may be a break that will require scheduling another meeting.
9. RULES OF CONDUCT - In order to create a atmosphere of respect, cooperation and joint problem-solving, participants agree to avoid interruptions, use of inappropriate language, personal attacks and other similar actions.
10. NON PARTIES - Because mediation is both voluntary and primarily a negotiation between the clients, involvement by those who are not a party to the dispute will be an issue for discussion and agreement between the clients to determine the purpose of the non-parties presence and the role of the non-party will play in the mediation.
11. LEGAL ADVICE - Although the mediators may provide clients with legal information, the mediators do not provide legal advice. Clients have the opportunity to consult with independent legal counsel at any time and are encouraged to do so. The clients are strongly encouraged to have all written agreements reviewed by legal counsel before signing.
12. ATTORNEY RELEASES - In the interest of helping the parties resolve their disputes, during the mediation process it can be helpful for the attorneys of one or both parties to be informed as to the progress and content of the mediation. This contact can be either individually or as a joint discussions, by via telephone, in person, or other communication means. Both parties agree there exists attorney client privilege between themselves and their attorney and that anything shared with the attorneys is protected by that privilege. The parties understand and agree that the mediator from time to time may contact either one or both attorneys separately to discuss the progress and possible solutions for the parties. By initialing here, each party has either authorized or NOT authorized he mediator to contact, share relevant information and content with the attorneys.

The mediator may contact the attorneys as need determined by the mediator \_\_\_\_\_.

The mediator may NOT contact the attorney's \_\_\_\_\_.

13. TERMINATION OF MEDIATION - Any client or mediator may decide that the process is not useful and may terminate the mediation. Before termination, the clients and mediators agree to discuss the reasons for the termination and consider any options offered for continuing the mediation.
14. AGREEMENTS - All terms of any settlement agreement are considered settlement proposals and are non-binding until reduced to writing and signed by all parties. Any mediated agreement will affect the clients' rights and the clients should have any and all draft agreement reviewed by independent counsel prior to signing the agreement, or should waive their opportunity to do so.
15. COURT CASES - Mediation is a joint problem-solving process, which works best when an environment of trust building and mutual cooperation can be established. For this reason, clients are encouraged not to initiate new Court actions while mediation is in progress. For cases already in Court, clients should keep themselves informed of any Court dates or other obligations set by the Court in their case. Mediators cannot file papers or make requests to the Court on behalf of any party, and participation in mediation does not affect a Court case unless a settlement is reached.

16. FEES - The mediation clients will pay fees to John Hurst at the following rate for each hour, or portion of an hour, of mediation and for agreed upon hours of time spent outside the mediation session drafting proposals in writing:

Client \_\_\_\_\_ Hourly Fee \_\_\_\_\_ joint session \_\_\_\_\_ individual session

Client \_\_\_\_\_ Hourly Fee \_\_\_\_\_ joint session \_\_\_\_\_ individual session

SEEN, ACKNOWLEDGED AND AGREED:

\_\_\_\_\_ Date \_\_\_\_\_ Client Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Client Attorney (if present) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Mediator \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Other Person present \_\_\_\_\_ Date \_\_\_\_\_