

## **MEDIATION AGREEMENT** (Rev. 1.0)

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_ (the parties) and \_\_\_\_\_ (the mediator). The parties have entered into mediation with the intention of reaching a consensual settlement of issues associated with the dissolution of their marriage.

The provisions of this agreement are as follows:

**Role of the mediator:** It is acknowledged that the mediator is an impartial facilitator, who will assist the parties negotiate their own resolution of the issues. The mediator will not offer legal advice, and each party is advised to retain their own counsel in order to be properly counseled about their legal interests, rights, and obligations.

**Inadmissibility:** It is agreed and understood that all discussions associated with the mediation process are without prejudice. In other words, the subject matter of these negotiations is not admissible in any future legal proceedings. It is further agreed that the parties and their counsel will not subpoena or otherwise compel the mediator to testify or produce any records, notes or other written memoranda related to these negotiations in any future proceedings. To the extent that the parties may have a right to call the mediator or demand documents, that right is hereby waived. 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 he incurs in such an action (including legal fees) plus 2 times his maximum hourly rate per hour for all time that is taken by this matter.

**Disclosure of Information:** It is understood that, in order for mediation to work, open and honest communication is essential. It is agreed that each party will provide full disclosure of all relevant and pertinent information. If either party fails to make such full disclosure, then the agreement reached in mediation may be set aside.

**Confidentiality:** It is agreed that all written and oral communications, negotiations and statements made in the course of mediation will be treated as privileged settlement discussions and are strictly confidential. It is understood that the mediator is required by law to break this confidentiality if they have reason to believe that a child is in need of protection or if either party is in danger of bodily harm.

**Preservation of Status Quo:** If there are children, all parties agree that their interests shall be of paramount concern, and no changes will be made with respect to the residence of, access arrangements, or lifestyles of the children pending the outcome of the mediation, without the written consent of the other party. It is agreed that the parties will not, actively or passively, directly or indirectly, dissipate or dispose, or do any acts which will operate to the prejudice or detriment the interest, actual or potential, of the other party, of any asset pending the outcome of the mediation, without the written consent of all parties. It is agreed that, during the mediation process, neither party will transfer, encumber, conceal, or in any other way dispose of marital or disputed assets except in the regular course of business or for the necessities of life. Parties agree to be accountable to the other for any and all regular or necessary transactions.



**Legal Proceedings:** It is agreed that, during the course of mediation, neither party will initiate, either directly or indirectly, any legal proceedings relating to the issues that are being mediated, unless the same is necessary to preserve his or her rights. It is further agreed that neither party will use mediation as a delay tactic against existing legal proceedings, and it is understood that some legal steps associated with currently scheduled proceedings may have to be taken during the course of mediation so that adjournments are not forced, to the detriment of one or more parties.

**Voluntary Process:** While all parties intend to continue with mediation until a settlement is achieved, it is understood that mediation is a voluntary process and that any of the parties may withdraw from mediation at any time. It is agreed that any party wishing to withdraw from mediation will endeavor to discuss this decision in the presence of all parties.

**Mediator Fees:** The parties agree to share the cost of mediation according to the terms of the attached Fee Arrangement.

**Memorandum of Understanding:** Upon successful conclusion to the mediation, the Mediator shall prepare a written draft Memorandum of Understanding outlining the agreement reached between the parties. Each party is advised to review the draft with their respective counsel. Once both parties are satisfied that the Memorandum of Understanding accurately represents their intentions and the agreement reached between themselves, a final Memorandum of Understanding will be prepared. It is agreed and understood that both the draft and final version of the Memorandum of Understanding are not legally binding documents, and will be prepared and provided to the parties on a without prejudice basis, and they will not be used or relied upon by either party in any legal proceedings. It is the responsibility of the parties' lawyers to put the contents of the Memorandum of Understanding into a legally binding document.

EACH OF THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THEY ARE ENTERING INTO THIS AGREEMENT ON THEIR OWN FREE WILL AND VOLITION. EACH HAS HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE REGARDING THE FOREGOING TERMS.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_.

_____	X _____
Print Name	Signature
_____	X _____
Print Name	Signature
_____	X _____
Mediator	Signature

