

## AGREEMENT TO MEDIATE

We agree to mediate according to the following terms.

**Mediation Services:** Carl Arnold will act as mediator through Arnold Law and Mediation LLC.

**Voluntary:** Mediation is voluntary and may be terminated by a party or the mediator at any time.

**Mediator Responsibility:** The mediator acts as a neutral facilitator and does not represent either party. The mediator does not make decisions for the participants. The mediator does not make recommendations to the court. The mediator does not provide legal advice in mediation.

The mediator will disclose all conflicts of interest or potential conflicts of interest known prior to mediation and those that may be discovered during mediation.

The mediator must follow the Code of Ethics for Court-Annexed ADR (Alternative Dispute Resolution) Neutrals and is subject to the jurisdiction of the ADR Ethics Board

**Cost:** Fees are split evenly between parties unless parties agree to other arrangements. Clients will be charged \$320.00 per hour (\$160/per hour/per person) unless a reduced rate is confirmed in writing from Arnold Law and Mediation LLC. There is a minimum charge of \$240 per participant for each mediation session. Mediator's billed time includes time: in mediation and a summary writing if that is jointly requested.

**Payment:** Payment is due on the date of mediation. Payment may be made by cash, Visa, Master Card or by check (echeck if online). Arnold Law and Mediation LLC seek remedies from the court for non-payment by a participant pursuant to Rule 114.11(b) of the General Rules of Practice for the District Courts.

**Outcome:** The mediation process does not guarantee a particular timeline or outcome and is largely influenced by the clients' ability to communicate and reach reasonable agreements. The participants are free to make an agreement or not make an agreement.

**Consulting with Attorneys:** Clients are encouraged to each consult with separate attorneys regarding their legal rights and obligations before, during or between mediation sessions and before finalizing any agreements.

**Court Documents:** The mediator and law firm (because they are acting in the role of mediator and not as legal counsel to either party) are not allowed to draft the legal documents necessary to submit to court in order to officially finalize an agreement. The clients are responsible for obtaining legal counsel to draft and submit the court documents.

**Inadmissibility:** Statements made and information gathered, including all notes and records, during mediation are inadmissible (they cannot be used) in any legal proceedings unless that

information is otherwise discoverable. Parties agree not to subpoena the mediator or any information held by the mediator.

Confidentiality and Exceptions: The mediator will keep this case confidential except as to allegations of harm to a minor or vulnerable adult which may be reported.

Recording or transmitting: All participants in the mediation agree not to record or transmit the mediation without agreement of all participants and the mediator.

Caucuses: The mediator may meet separately with the participants (often called "caucusing"). Information disclosed to the mediator in these separate meetings will not be disclosed by the mediator to the other client unless the disclosing party authorizes the mediator.

Required Notice:

- (A) the Neutral has no duty to protect the interests of the parties or provide them with information about their legal rights;
- (B) no agreement reached in this process is binding unless it is put in writing, states that it is binding, and is signed by the parties (and their legal counsel, if they are represented) or put on the record and acknowledged under oath by the parties;
- (C) signing a settlement agreement may adversely affect the parties' legal rights;
- (D) the parties should consult an attorney before signing a settlement agreement if they are uncertain of their rights; and
- (E) in a family court matter, the agreement is subject to the approval of the court.

Participant signatures

Signature(s) of attorney(s) if applicable

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Carl Arnold, Mediator