

# Southern Metropolitan Mediation Services

P.O. Box 201141 Bloomington, MN 55420 Tel 952.835.5571 Fax 952.842.7233 [smms@usfamily.net]

## AGREEMENT TO MEDIATE

Parties have voluntarily contracted with Southern Metropolitan Mediation Services to provide mediation services and agree to participate in this process to resolve the following issues:

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In the mediation process, parties and mediator(s) agree to the following:

1. DUTY TO MEET. Parties agree to attend all mediation sessions as scheduled in good faith and attempt to reach resolution of the issues outlined above.
2. TERMINATION. Mediation is voluntary and may be terminated by any party or the mediator at any point during the process without cause.
3. MEDIATOR RESPONSIBILITY.
  - a. The function of the mediator is to assist parties in reaching a **voluntary resolution of the issues** as presented. The mediator has no authority to decide or determine issues.
  - b. Mediators **do not provide legal advice or representation** to any party during or after the mediation process.
  - c. There is no responsibility on the part of the mediator concerning the **fairness or legality** of the resolution.
  - d. The mediator will disclose **all conflicts of interest or potential conflicts of interest known prior to the session and any potential conflicts that arise during discussions**. Parties will be asked to sign a waiver before any further discussion may take place.
4. INFORMATION AND FULL DISCLOSURE. Parties are responsible for information brought to the session and agree to the exchange of all documents to verify financial information. Exchange of all relevant documents is required to reach agreements that reflect a fair and equitable distribution of all assets and liabilities.
5. CONFIDENTIALITY. Statements made and information gathered, including all notes and records, during mediation are confidential and may not be used in any subsequent legal proceeding relating to the issues discussed, unless that information is otherwise discoverable. The agreement document itself may be used as evidence in subsequent proceedings. Parties agree not to subpoena the mediator or any information held by the mediator in any subsequent legal proceedings.
6. DISCLOSURE/CONFLICT OF INTEREST. The mediator(s) will not disclose any communication made during mediation except as consented to by parties or as it relates to any suspicion of maltreatment to minors or vulnerable adults.
  - a. Exceptions. There are exceptions to confidentiality which include alleged misconduct on the part of any attorney involved in session, alleged violations of the Rule 114 Code of Ethics b] the mediator(s), and any information concerning future harm or intended crime to be committed by a party

involved in mediation. These exclusions preclude any obligation on the part of the mediator to keep information confidential.

- b. Your Initials indicate the mediator disclosed a conflict of interest involving parties or counsel as follows: \_\_\_\_\_  
And parties will voluntarily continue the process. \_\_\_\_\_

7. FEES FOR MEDIATION. Fees for mediation are split between parties at the start of the process and each party will be invoiced as follows: \$140.00 **nonrefundable** administrative fee, .5 hours for session time (usually scheduled for 3 hours), and one hour for drafting @ \$280.00 per hour. Drafting fee will not be invoiced ahead if counsel attends the session. Thereafter, session fees and additional work on the file invoiced at \$280.00 per hour.

Sessions will usually be scheduled for two to four hours in length, depending on complexity of issues and whether counsel plans to attend. Fees are due before or on the date of service.

- a. Payment may be made on Paypal.com or by check and fees are due when invoiced. **[PayPal credit is available and allows 6 months interest free payments for qualifying parties]**. If payment is not made on or before the session date, no further services may be rendered until payment is made. If counsel has referred parties to mediation, parties may opt for counsel to pay fees from any retainer accounts maintained by the attorney and shall inform the mediator to invoice the attorney directly.
- b. Any unused fees will be rounded up to the nearest quarter hour and refunded. Additional fees are due before any memorandum is drafted. Hourly rate will also apply to any work performed by the mediator by email or phone which substitutes for scheduling a session. Fees are split evenly between parties unless parties agree to other arrangements.
- c. Cancellation of less than 72 hours prior to any scheduled session will result in a one-hour fee split between parties. Your signature below is your agreement to pay all fees promptly as invoiced by the mediator.
- d. **If the mediator is retained by counsel, rather than directly by parties, and fees are not paid by parties, then fees will be invoiced to respective counsel for any unpaid amounts.**
- e. Your initials indicate your consent to contact counsel or other professionals as the mediator determines is necessary to facilitate a final agreement between parties. Each party will be notified before contacting other professionals.

This AGREEMENT TO MEDIATE is acknowledged and signed by parties and mediator(s), this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PARTY ONE: \_\_\_\_\_

PARTY TWO: \_\_\_\_\_

PARTY THREE: \_\_\_\_\_

PARTY FOUR: \_\_\_\_\_

MEDIATOR: \_\_\_\_\_

MEDIATOR: \_\_\_\_\_