

AGREEMENT TO MEDIATE

Parties involved: _____

The undersigned parties hereby agree to have mediation services provided by The Empowerment Center and agree to the following rules while participating in the mediation process:

1. Good Faith Effort

Parties in the mediation process agree to make a good faith effort to resolve their conflict, which means to make an honest endeavor to participate in communications or conferences with the other party with the purpose of reaching a mutually acceptable settlement.

2. Confidentiality

Except as otherwise agreed by the parties or permitted by law, any oral or written communications prepared specifically for or expressed in the course of the mediation proceeding are privileged and confidential and shall not be disclosed through discovery or any other compulsory process and are not admissible as evidence in any judicial or arbitration proceeding. Audio or visual recordings of mediation communications, electronic or otherwise, are not permissible. Exceptions to the rule of confidentiality in mediation communications that are permitted by law involve immediate threats of physical violence or when child abuse is suspected or reported. Any documents that are produced as a result of mediation, such as a settlement agreement or summary of decisions reached may be used by participants in subsequent relevant proceedings.

3. Courtesy

The parties agree to be courteous throughout the mediation process by respecting the opinions, perceptions, and feelings of the other parties and by refraining from personal attacks, intimidation, threats, and verbal or physical abuse.

4. Role of the Mediator

The mediator may conduct joint and separate meetings with the parties and may suggest resolutions to the conflict, but does not have authority to impose a settlement. The Empowerment Center is not the holder or enforcer of any mediated agreements. The mediator cannot be called to testify. The mediator is a neutral third party facilitator here to help the parties communicate and come to their own agreement. The mediator does not give legal advice. You are encouraged to consult your own attorney with any legal questions and to review your final agreement, especially in family law matters.

5. Representation

Any party to the mediation may be represented by another person provided that the representative has sufficient knowledge of the problem and full authority to make and sign a binding agreement on behalf of the represented party, and that efforts to mediate with the representative are likely to enhance the possibility of achieving a settlement.

6. Legal Counsel

The parties may consult legal counsel any time during the mediation process. The mediator has no duty to protect the interests of the parties or to provide them with information about their legal rights.

7. Termination of Mediation

The mediation process is terminated when (a) the parties reach a settlement agreement; (b) the mediator determines that further efforts at mediation are no longer likely to achieve a settlement; (c) or both parties withdraw from the mediation proceedings.

Signatures of parties:

(Name) (Date)

(Name) (Date)

(Name) (Date)

(Name) (Date)