

AGREEMENT TO MEDIATE

The parties to this mediation sincerely intend to resolve the current issues regarding the care of their child/children after divorce or separation.

Therefore, the parties understand and agree:

1. Mediator.

Mediation will be conducted by a mediator(s) provided by the Dispute Resolution Institute, Inc. (DRI) or other pro bono mediator(s) on behalf of Dispute Resolution Institute at no cost. The mediator(s) will continually assess each party's ability and willingness to mediate. The mediator(s) will advise the parties if it appears that the mediation will not be successful.

2. Mediation Function.

Mediation should not begin unless the parents of the children are in the process of divorcing or their relationship is ending or has ended. This mediation is limited to issues regarding child custody and/or visitation. The parties further understand that the function of the mediator(s) does not include reconciliation, therapy, marriage counseling, or legal advice.

3. Privacy of Mediation.

The mediator(s) and the parties agree to assert the mediation privilege provided by the Uniform Mediation Act and local court rules. To further ensure privacy, the mediator(s) and the parties agree that: no party will call as a witness the mediator(s) nor any employee or agent of Dispute Resolution Institute to testify in any proceeding, nor seek to discover the mediator(s) or the mediator's materials. The parties will not subpoena records of the mediator(s) or the Dispute Resolution Institute for any reason.

4. Confidentiality.

The mediator(s) will treat all information provided during mediation as confidential. The mediator(s) will not disclose information obtained during mediation to outside persons or organizations without the permission of both parties, unless:

- a) there are allegations of child abuse,
- b) there is information regarding a clear and imminent danger to an individual or society, or
- c) information is necessary and relevant as a claim or defense of a claim against the mediator(s) or the Dispute Resolution Institute.

Unless otherwise agreed, the mediator(s) will not keep information learned from one party secret from the other.

5. Attendance and Participation at Mediation Sessions.

The parties are expected to attend mediation sessions as scheduled. The parties should call the Dispute Resolution Institute at least one full business day before the scheduled session if they need to cancel. Rescheduling is very difficult.

Mediation is a voluntary process. Either party may terminate the mediation at any time after the time period required by the Court. However, the parties agree that anyone wishing to terminate the mediation will do so during a mediation session.

The parties should make the best effort to share information about their children. Failure to disclose all of the relevant facts may lead to a court setting aside any resolution reached.

6. Participation of Children and Others.

The participation of the child/children or others with a direct interest in the mediation will be permitted only if the mediator(s) finds that such participation may promote settlement. The mediator(s) will advise both parties in advance if others are to participate in the mediation.

7. Concurrence of Mediators.

It is the responsibility of each party to ensure that the final agreement is fair to each of them. Ordinarily, the mediator(s) will not express any belief as to the fairness of the agreement.

8. Independent Counsel.

The parties understand that no attorney-client relationship is formed between them and the mediator(s). Each party is encouraged to consult with legal counsel throughout the mediation process in order to obtain legal advice. Ordinarily, legal counsel does not attend mediation and they will not attend unless the parties and the mediator(s) agree. If a final agreement is reached, each party should review it with his or her attorney. When the mediated agreement is presented for its approval, the Court must be advised if either party has not obtained independent counsel. The Court may refuse to approve the agreement if it does not meet legal standards.

Neither the Dispute Resolution Institute nor the mediator(s) represents any party and neither the Dispute Resolution Institute nor the mediator(s) will file anything with the court other than the mediator's report.

We, the undersigned, agree to mediate according to the above terms and guidelines.

Party 1 Date

Party 2 Date

Mediator Date