

GUIDELINES FOR MEDIATION

Mediation is a non-adversarial process that is most effective if the parties involved work within the following guidelines:

1. **Leave fault and blame aside.** Accusations only hinder the process and are not relevant to the issues to be discussed in mediation. Mediation differs from litigation in that the parties, with the assistance of the mediator, reach their own agreement. The mediator will not make decisions for the parties. The mediator will lead the negotiations in assisting the parties to reach a decision which is acceptable to all.
2. **Accept responsibility for yourself.** State what you want and need. Include your intent, reasons and feelings. This helps facilitate the process.
3. **Role of the Mediator.** The mediator is not acting in the capacity of an attorney and does not offer legal advice. All parties are encouraged to have an independent attorney look over any completed agreements. A completed stipulation form will incorporate all issues agreed upon. The mediator is available to clarify the content of the stipulation to your attorneys, if necessary. Each party who is represented by counsel should have the party's independent attorney look over any finalized agreements prior to signing any papers. Each party is also responsible to have an independent accountant or tax advisor advise that party of tax ramifications of all tax-related terms of agreements.
4. **Caucus.** There may be times when the mediator feels a "caucus" is needed. This is when the mediator will meet with each party separately for clarification of issues. The caucus is the only time during the mediation process that information could be confidential between the parties. Information will not be shared unless permission of that party is obtained.
5. **Full Disclosure.** During the process of a family law mediation involving financial matters, by signing this agreement, each of you is affirming that you will fully disclose all your assets, liabilities and sources of income. Should either party fail to do so, the document's validity could be questioned by the other party. You are further affirming that neither will transfer nor dispose of any real or personal property during the mediation process without the consent of the other party.
6. **Confidentiality.** Information gathered in the mediation process is confidential and privileged. Neither the mediator nor any court designee shall willingly testify for or against either party involved should either party end the mediation process and litigate the matter in court. By signing this agreement, all parties are acknowledging that they have been advised that they may not subpoena the mediator or any court designee to testify concerning this mediation in any subsequent court actions. However, it is understood that nothing in this form will be construed to prevent or excuse the mediator from reporting such crimes, pending threats of bodily injury or abuse to a child or a party, or such other matters as to which the law requires a duty to report.

7. **Good Faith.** All agree to participate in good faith, in each scheduled mediation session. All parties agree to work in good faith towards resolution of the issues.

8. **Hold Harmless.** The parties hereby agree to fully indemnify, reimburse and hold the mediator harmless for any and all damages, claims, judgments, costs and expenses, including attorney fees, incurred by the mediator as a result of any subsequent claim, demand or cause of action arising from this Mediation, whatsoever.

I have read and understand the above guidelines for mediation. I understand that the Mediator shall not provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal and accounting advice. I further understand that by signing this agreement I am agreeing to mediate in good faith, at the agreed upon rate. I have also been advised that I may not subpoena the mediator to testify in court in any subsequent court action. I also understand that I may end the mediation at anytime and that the Mediator at her discretion may end the mediation at anytime.

The parties each acknowledge that, by their participation, they affirm that they each have the capacity to conduct good-faith negotiations and to make decisions for themselves, including a decision to terminate the mediation if necessary.

Plaintiff/Party Date: _____

Plaintiff's Attorney Date: _____

Defendant/Party Date: _____

Defendant's Attorney Date: _____