



## AGREEMENT TO MEDIATE

This is an agreement among the undersigned (the "Parties"), and Dustin A. Hardy, of Choice Legal Services ("Mediator"), to enter into mediation with the intent of resolving issues related to their pending divorce/modification/paternity issue.

The Parties and the Mediator understand and agree as follows:

1. **Appointment and Objectives:** By this agreement, the Parties appoint Dustin A. Hardy as Mediator for their negotiations. The Parties understand that the Mediator's objective is to assist the Parties to reach a fair and constructive agreement that resolves their dispute(s) in a collaborative, consensual and informed manner. The Mediator is neutral in this dispute. The Mediator himself does not decide disputed issues. The Mediator shall be impartial throughout and after the mediation process.
2. **Conflicts of Interest:** The Mediator has, to the best of his/her knowledge, disclosed to the Parties any prior dealings the Mediator has had with any of them and any interest the Mediator has in the Dispute. If, in the course of the mediation, the Mediator becomes aware of any circumstances that might reasonably be considered to affect his/her capacity to act impartially, the Mediator will immediately inform the Parties of those circumstances. The Parties will then confer and, if agreed, continue with the mediation before the Mediator or terminate the mediation in accordance with this agreement.
3. **Legal Representation:** The Mediator does not provide legal advice to either party and does not represent either party. The Parties must retain their own legal counsel for the purpose of obtaining legal advice. If the Mediator provides any assessment on any legal issue or assistance in drafting a settlement agreement, that assessment or drafting assistance is in his role as Mediator, and does not constitute legal advice to any party or representation of any party.
4. **Voluntary:** Mediation is voluntary. Any party may withdraw from mediation at any time, for any reason. In addition, the Mediator may suspend or terminate the mediation if he feels that the mediation will lead to an unjust or unreasonable result; that an impasse has been reached; or that he can no longer effectively perform his facilitative role. On his own initiative, the Mediator may follow up with one or more of the Parties after the initial conclusion of the mediation if the Mediator believes that there may be more potential for movement or settlement.
5. **Confidentiality:** The mediation is a settlement negotiation and will be strictly confidential. No party may disclose any statements made by any other participant in the mediation. Mediation discussions, written and oral communications, proposals, and any unsigned settlement agreements shall not be admissible in any court proceeding. The Parties agree to not call the Mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding. The only circumstances that permit the Mediator to break confidentiality

are: 1) if he reasonably believes another person may be in danger of harm or has a reasonable suspicion of child abuse that the law requires him to report; 2) if necessary to defend himself in any legal action; 3) if the Parties make a joint written waiver of confidentiality; or 4) as may otherwise be required by law. The parties hereby authorize the Mediator to file ADR Reports requested by the Court having jurisdiction over this dispute.

6. **Communication:** The Mediator may meet or communicate orally or in writing with the Parties together or with a Party alone as frequently as the Mediator considers appropriate. Any information, whether oral or written, disclosed to the Mediator in private will be treated by the Mediator as confidential and will not be disclosed to another Party unless the Mediator is authorized to do so by the Party making the disclosure or required by law to do so.
7. **Full Disclosure:** Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.
8. **Authority:** The Parties will be personally present for the mediation, or appear virtually, and/or telephonically. Business entities will be represented by a senior person with settlement authority. Governmental entities will be represented by a senior person with settlement authority.
9. **Settlement Agreement:** If the Parties reach a Settlement Agreement, they shall (with the assistance of the Mediator) draft and sign a written Settlement Agreement. No Settlement Agreement shall be enforceable unless it is in writing and signed by the Parties.
10. **Fees:** The Mediator will charge an hourly rate of \$160 per hour (minimum of \$320). The Parties shall each pay one-half of the Mediator's fees, unless the Parties agree otherwise in writing prior to the mediation. If an appointment is cancelled less than seven days from the scheduled mediation date, and the mediation is not rescheduled with Choice Legal Services, then the party cancelling mediation shall pay a cancellation fee of \$320, or one half of the \$320 cancellation fee shall be paid by each party if the cancellation is mutual.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Printed Name (Party)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name (Attorney)

\_\_\_\_\_  
Signature

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Printed Name (Party)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name (Attorney)

\_\_\_\_\_  
Signature