

AGREEMENT TO MEDIATE

This is an agreement between _____ and _____, hereinafter "parties," and Chris K. Wehl, Ph.D, hereinafter "mediator," to enter into mediation with the intent of resolving issues related to:_____.

The parties and the mediator understand and agree as follows:

1. Nature of Mediation

The parties hereby appoint Chris K. Wehl, Ph.D. as mediator for their negotiations. The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties understand that mediation is not a substitute for independent legal advice. The parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement. The parties understand that the mediator's objective is to facilitate the parties themselves reaching their most constructive and fairest agreement. The parties also understand that the mediator has an obligation to work on behalf of each party equally and that the mediator cannot render individual legal advice to any party and will not provide therapy within the mediation.

2. Scope of Mediation

The parties understand that it is for the parties, with the mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

3. Mediation Is Voluntary

All parties here state their good faith intention to complete their mediation by an agreement. It is, however, understood that any party may withdraw from or suspend the mediation at any time, for any reason.

The parties also understand that the mediator may suspend or terminate the mediation if he feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that he can no longer effectively perform his facilitative role.

4. Confidentiality

It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. Only a mediated agreement, signed by the parties may be so admissible. The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. The parties understand the mediator has an ethical responsibility to break confidentiality if he suspects child abuse/neglect, or suspects any person may be in danger of harm.

5. 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. In family mediation cases, each party agrees to fully and accurately disclose all income, assets and debts.

6. Mediator Impartiality

The parties understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation or in any court or other proceeding. The parties agree that the mediator may discuss the parties' mediation process with any attorney any party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all parties directly. The mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a party's request. The mediator may communicate separately with an individual mediating party, in which case such "caucus" shall be confidential between the mediator and the individual mediating party unless they agree otherwise.

7. **Litigation**

The parties agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process.

8. **Independent Legal Counsel**

Both parties are strongly encouraged to obtain separate legal counsel and to consult with their attorney throughout the mediation process as they feel the need. At a minimum, parties are advised to have the mediated agreement reviewed by legal counsel near completion, and again when the final agreement is written.

9. **Mediation Fees**

The parties and the mediator agree that the fee for the mediator shall be \$125 per hour for time spent with the parties and for time required to study documents, research issues, correspond, telephone call, prepare draft and final agreements, and do such other things as may be reasonably necessary to facilitate the parties' reaching full agreement. The parties further understand that copying, postage and long-distance phone calls will be billed to them. The mediator shall be reimbursed for all expenses incurred as a part of the mediation process. Payment must be made at the time of the sessions. Out-of-session expenses will be billed on a monthly basis, and are due to the mediator no later than 15 days following the date of such billing, unless otherwise agreed in writing. A 1.5% monthly service charge will be made for any payment of fees and expenses not so timely made. The Memorandum of Understanding will not be released to parties or their attorneys until final payment has been made.

The parties shall be jointly and severally liable for the mediator's fees and expenses. As between the parties only, responsibility for mediation fees and expenses shall be

_____ %
_____ %

Should payment not be timely made, the mediator may, at his/her sole discretion, stop all work on behalf of the parties, including the drafting and/or distribution of the parties' agreement, and withdraw from the mediation. If collection or court action is taken by the mediator to collect fees and/or expenses under this agreement, the prevailing party in any such action and upon any appeal therefrom shall be entitled to attorney fees and costs therein incurred. Parties agree to pay a collections fee of 50% of the unpaid balance if the account becomes delinquent and is turned over to a collection service.

The parties understand that they shall be responsible for two hours of the mediator's time at the above stated rate for any appointment which they do not both attend and do not provide at least 24 hours advance notice of the cancellation. Mediation cannot proceed without both parties present.

Dated this _____ day of _____, 200__.

Client

Client

Mediator

Chris K. Wehl, Ph.D.
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Salt Lake City, Utah 84102
chris@mediation-utah.com

PARTICIPANT INFORMATION

CLIENTS:

Full legal Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ (Home) Phone: _____ X _____ (Work) Email: _____

Sex:(M : F) Date of Birth: _____ Age: _____ SSN: _____

Full legal Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ (Home) Phone: _____ X _____ (Work) Email: _____

Sex:(M : F) Date of Birth: _____ Age: _____ SSN: _____

Date married: _____

Date separated: _____

Full Names and dates of birth of any children:

