

SAN ANTONIO MEDIATIONS

ACKNOWLEDGMENT OF RULES AND AGREEMENTS FOR MEDIATION

1. Each party understands that mediation is a process which an impartial person, the mediator, helps and guides communication between the parties to promote settlement. The mediator may suggest ways of resolving the dispute but may not impose personal judgment for the parties' judgment on any issue.
2. Each party consents to the appointment of Amy Perkins as the mediator in their case. The Mediator shall act as an advocate for resolution and shall use her best efforts to assist the parties in reaching a mutually acceptable settlement.
3. Each party agrees to act in good faith in the mediation and negotiation of this dispute and represents that he or she comes to this mediation with the intent to seek compromise and amicable resolution of the disputes made the subject of the mediation.
4. Each party acknowledges that the mediator is not a legal advisor to either party even though the mediator is a licensed attorney. Each party specifically agrees to obtain legal advice on any issue of interest and to not rely upon the mediator for such advice.
5. Each party agrees to hold the mediator harmless for any observations, suggestions, or implications she may make in any phase of the mediation.
6. Each party agrees to pay the mediator for her services as agreed by the parties and/or as set out in the court order. The fee for half day mediation of 4 hours is \$450 per party and full day mediation of 8 hours is \$900 per party. Additional hours will be charged at \$125 per hour per party.
7. To preserve the scheduled mediation date, payment is due no later than 1 week prior to the mediation. Payments will be refunded if mediation is cancelled at least 7 business days in advance of the scheduled date, excluding the date of mediation. Late cancellations may lead to a forfeit of payment, at the discretion of the mediator.
8. Each party acknowledges that if the mediation is court-ordered, even if the order to mediate is agreed, the mediator is obligated to file a report with the Court. This mediation court report will state: if the parties attended or failed to attend; if the case settled, in full or in part, or did not, and any other reporting requirements as required by the Court order or by statute.
9. Each party understands that confidential information disclosed to the Mediator by the parties or by observers during the mediation shall not be divulged by the Mediator except in limited circumstances which the Mediator will explain. All records, reports, notes, or other documents prepared or received by the Mediator while serving as the Mediator shall be confidential. The Mediator shall not be compelled to divulge such records or testify regarding the mediation in any adversarial proceeding or judicial forum.
10. Each party agrees to maintain the confidentiality of the mediation and will not communicate what was done or said in the mediation to others (who are not bound by the confidentiality rule) either during the mediation (i.e. no social media allowed) or after the mediation.

11. These proceedings may not be recorded in any manner.
12. Each party agrees and understands that statements made during mediation to the other party or any attorney may not be admissible in court should this matter be, or become, a matter in litigation.
13. Each party admits to being the appropriate person to attend and participate in mediation, and that if an agreement is reached each party has authority to sign the agreement and to abide by its terms.
14. Each party understands that any mediated settlement agreement signed by the parties is binding and cannot be revoked.
15. Each party and their counsel agree and understand that no subpoenas, summons, complaints, citations, writs, or other process may be served upon any person entering, attending, or leaving the mediation session.
16. Each party understands that only the parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator. No minor children are ever allowed at mediation.
17. Each party understands that if any mediation participant threatens physical violence towards any person during the mediation, including but not limited to the other party or attorney, the threatening party waives the right to confidentiality.
18. Each party understands that if the mediator believes there is credible evidence of child abuse and no action has been taken to protect the child, then the mediator is obligated by Texas law to contact the Department of Family and Protective Services.
19. Notice pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the mediation location with a concealed handgun.
21. Notice pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.
22. Each party acknowledges that the mediation shall end no later than the scheduled end time, unless there is an agreement of the parties and the mediator to continue, or when the parties reach an agreement or when the mediator declares an impasse or a recess.

By signing below, I understand and consent to these terms stated herein, and I acknowledge that I have the right to consult legal counsel before executing this document.

AGREED:

Plaintiff/Petitioner

Attorney for Plaintiff/Petitioner

Defendant/Respondent

Attorney for Defendant/Respondent