

# MEDIATION ENGAGEMENT AGREEMENT

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Florida Supreme Court Certified Circuit Civil Mediator #43697 R

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This is as agreement between \_\_\_\_\_ (Plaintiff)  
and \_\_\_\_\_ (Defendant) (hereinafter  
referred to as “the Parties”) who desire to enter into a mediation with Kathleen Kruck Canfield (hereinafter  
referred to as “the Mediator”) with the intention of resolving all issues at rise in \_\_\_\_\_  
County Court, Civil Case No. \_\_\_\_\_.

## Terms

**Fees:** Mediations are billed at a flat rate of \$750.00 per party. An invoice for the Flat Fee charge of \$750 per party will be sent automatically to each party by our automated system and is due 14 days before the scheduled mediation (“Due Date”). If a party has not paid prior to the Due Date, they must provide payment immediately upon request in order for the scheduled date of the mediation to be held. Each mediation will be scheduled via Zoom and will be for a three hour block.

**Cancellations:** Cancellations will be charged according to when cancelled as it is directly proportional with the Mediators ability to rebook that time slot, as follows:

Cancellations within seven (7) business days of the scheduled mediation shall be subject to 100% of the Flat Fee charged for the block (see above).

Cancellations will be billed to both parties equally if not directed otherwise by the parties.

All cancellations requested more than ten (10) business days will not incur any cancellation fees and all monies already paid shall be refunded.

**Information Needed:** Please email office@canfield-legal.com a copy of the Notice of Mediation within 14 days of the scheduled mediation.

## Mediation

**Nature of Mediation:** Mediation is the process wherein the mediator assists the parties to reach an agreement on their issues in a collaborative manner. It is a voluntary and an informal process. The mediator has no power to decide the issues for the parties. The parties will determine the scope of the issues to be resolved during mediation, with the assistance of the mediator. Mediation is a voluntary process and either party may withdraw from mediation at any time and for any reason.

**Role of Mediator:** The mediator is a third-party neutral and will not give any legal advice. Mediator will not provide legal advice, testify in any future court proceeding, present this case in court, and no lawyer-client relationship will be created or exist through this process.

**Confidentiality:** The entire mediation process is confidential. Anything communicated by the parties or their counsel to the mediator concerning the scope of mediation before, during, or after mediation is confidential. Mediator will treat all mediation communications as confidential in accordance with Florida Statutes, Chapter 44. Further, anything communicated by the parties and their counsel during mediation is also confidential as it

applies to all mediation participants. Certain exceptions to mediator confidentiality do apply under Florida law, but rarely. A breach of this confidentiality may be subject to remedies.

**Participation of Other Parties:** Mediation is a confidential process and is between the parties, their counsel, and the mediator. If both parties agree, other parties may attend but Mediator should be informed at least 24 hours before mediator and those parties shall agree to confidentiality. As mediations are conducted via Zoom, it is integral that parties participate in a private space where third-parties cannot overhear the proceedings.

ACKNOWLEDGMENT AND AGREEMENT BY CLIENT(S)

Plaintiff/Counsel Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Defendant/Counsel Signature: \_\_\_\_\_

Date: \_\_\_\_\_