

Mediation Agreement

The undersigned are parties or representatives of parties to the controversy identified as:
District Court File No.

You have agreed to attempt to resolve the dispute through mediation. You acknowledge and agree to the following:

1. You acknowledge that participation in the mediation is voluntary and may be terminated at any time by any party, your representatives, or the the Mediator upon notice to the other parties. Any statutory provisions with respect to the termination of mediation only upon written notice are hereby waived.
2. The mediator is neutral, and does not serve as an advocate for any of the parties. The neutral's mediation services are to facilitate a productive conversation between both parties.
3. The communications, documents and work notes made during the mediation process are confidential. The parties to this agreement will not call the Mediator as a witness in any litigation of any kind regarding the mediation sessions, nor shall the parties Subpoena the Mediator or any records or documents of the Mediator. The Mediator will not be compelled to give testimony at a deposition trial, or by other means, or at other times, as a matter learned through the mediation, except only to prove the existence or terms of a settlement agreement that is reached through the mediation session or process.
4. Unless otherwise agreed in a signed Mediated Settlement Agreement, you and your counsel are collectively responsible for your pro rata share of the mediators fee. The mediator's fee is \$250 per hour. You will be reasonably billed for advance scheduling and setup time, preparation time, session time, and post session follow-up work if and as necessary.
5. The mediator reserves the right to require advance payment by parties, or payments immediately at the conclusion of a session. The mediator also reserves the right to send bills to counsel and parties following the completion of a session. If retainers for services are requested, unearned fees will be promptly refunded to the paying parties.
6. The parties to this Agreement agree that they will not record any statements or conduct, nor will they share any information about their mediation on social media. No one other than the Parties, their attorneys, if represented, and the Mediator may

be present or listening in on video conference unless mutually agreed to in advance. Digital, audio or other recordings during the process are strictly prohibited. The parties, and all others attending this proceeding, agree not to make any recording of any part of this alternative dispute resolution. Any and all recordings, if made, shall have no evidentiary value.

- 7. Although Mediators are not mandated by Minnesota Law to report child abuse allegations, if the Mediator believes that the safety of a child is in question, the Mediator may report such information to the local Child Protection Agency.

- 8. Pursuant to Subd. 7 (b) of the Code of Ethics for Court-Annexed ADR Neutrals under Rule 114 of the General Rules of Practice for the District Courts, the Mediator has given you written notice that (a) the Mediator has no duty to protect your interests or provide you with information about your legal rights; (b) no agreements reached in this mediation is binding unless they are reduced to writing, state that they are binding, and are signed by all participating parties, or put on the record and acknowledged under oath by the Parties, and legal counsel, if represented; (c) signing a mediated settlement agreement may adversely affect your legal rights; (d) if you are uncertain about your rights, you should consult an attorney before signing a mediated settlement agreement; (e) in a family court matter, the agreement is subject to the approval of the court; (f) the mediator is required to follow, the ADR (Alternative Dispute Resolution) Code of Ethics for Court-Annexed Neutrals and is subject to the jurisdiction of the ADR Ethics Board for court-annexed neutrals.

Dated: _____

Dated: _____
