

Agreement to Mediate

We, _____ and _____ by our signatures below, hereby voluntarily agree to participate in mediation. _____ has explained the process and will provide services to us. We understand and agree to the following guidelines:

1. Good Faith: We agree to enter into this mediation in good faith; that is, we will sincerely attempt to resolve the issues at hand by participating fully and genuinely in the search for fair workable solutions.
2. Honesty: We agree to be honest and to completely disclose all relevant information and documents concerning this matter to the other party and mediator. This includes all documentation that would be available through the discovery process in a normal legal proceeding. If either party fails to disclose fully, the agreement reached in mediation may not be enforceable.
3. Courtesy: We agree to cooperate with the mediation process by remaining courteous throughout the sessions. We will refrain from personal attacks and angry outbursts, and will respect the opinions, perceptions and feelings of the other parties in mediation.
4. Neutrality of Mediator: We understand that the mediator serves as a neutral third party whose purpose is to promote communication and help the parties reach a mutually satisfying agreement. He/she will not act as an advocate, attorney, or judge and will not offer legal advice, nor is he a therapist or counselor. His/her role is that of a neutral facilitator.
5. Independent Advice: We understand that the mediator encourages us to consult with an attorney regarding our legal interests, rights and obligations. We have also been advised that consultation with other professionals, including a tax advisor or financial planner, may be advantageous in protecting our interests. We also understand that a therapist or family counselor could be helpful in addressing emotional and psychological concerns, which may accompany involvement in a dispute.
6. Confidentiality: We understand that the mediation process requires open and honest communication in order to succeed.

The mediator will not voluntarily reveal anything discussed in mediation without the permission of both parties. However, he/she is required to report certain matters, such as incidents of child abuse, abuse of an elderly or incapacitated person and threats of physical violence, and confidentiality does not extend to these matters.

We agree that we will not, at any time, during or after the mediation, call the mediator as a witness in any legal or administrative proceeding concerning this dispute. To the extent that we may have a right to call the mediator as a witness, that right is hereby waived.

We agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that we may have a legal right to demand these documents, the right is hereby waived.

If at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expenses he/she incurs in such action.

We agree that we will not record the mediation session, either audio or video.

7. Caucus or Private Meeting: We agree that either party may hold private sessions with the mediator at their or the mediator's request. The parties may specify what will remain confidential from these private sessions.

8. Withdraw from Mediation: We understand that mediation is a voluntary process, and that either party may terminate the mediation at any time. The mediator also reserves the right to withdraw if he/she determines that the issues cannot be resolved in mediation or that he/she is unable to provide the services necessary to reach resolution. If either party or the mediator decides to withdraw, we agree to discuss the decision with the other involved parties, and to confirm the termination in writing.

9. Fees: We understand that each of us will be charged an hourly mediation fee based on Done Mediation fee guidelines. This fee is due and payable at the end of each session. We understand that the fee applies to all time spent by the mediator in activities related to the completion of mediation, including: meetings with parties, research time, telephone calls, preparation of documents, and expenses incurred such as long distance phone calls or photocopies.

Cost for mediation will be paid by each as follows:

_____ at \$100 per hour. (minimum 2 hrs.)

_____ at \$100 per hour. (minimum 2 hrs.)

Finally, we agree to be on time, and understand we will begin to be charged at the scheduled time. Payment is due immediately at the end of mediation with a minimum of 2 hours to be billed whether or not mediation exceeds 2 hours. If payment is not made in full, a \$100 late fee will be assessed and participants will be held liable in small claims court for all expenses and associated fees.

10. Disclosures: The mediator has made the following disclosures to the parties in keeping with ethical best practices defined in the Utah Uniform Mediation Act.

We have read the Agreement to Mediate thoroughly and agree to the terms of the mediation.

Party 1 Signature	Date	Party 1 Attorney Signature	Date
Party 2 Signature	Date	Party 2 Attorney Signature	Date
Guardian ad Litem	Date	Other	Date
Mediator	Date	Other	Date