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Limited Scope Mediation Services Retainer Agreement

**This Agreement is made between _____ (print your name),
“Participant” and TERSTEGGE LAW, LLC., “Mediator” and sets forth the terms under
which Mediator will provide family law mediation services for Participant.**

Participant has read, agrees to, and understands the following terms of representation:

Confidentiality and Privacy:

1. The Mediator and the Participant agree to treat all oral and written communications provided during a mediation session as confidential, and not to disclose these communications except as allowed by this agreement. However, each Participant may report and discuss these communications with attorneys and therapists, and the mediator may provide information to the Court upon request. In addition, the mediator may disclose:
(a) allegations involving abuse of a family member; (b) planned future criminal activity;
(c) information believed by the mediator necessary to prevent an individual from committing an act that is likely to result in bodily harm to one of the parties or another person; (d) to the Court, the suspension or termination of mediation, or a failure by either or both parties to comply with the terms of the Local Court Rules regarding mediation; and
(e) non-identifying information for research or evaluation purposes. The mediator may disclose agreements and partial agreements reached by the parties to the parties’ attorneys (if any), and may file with the Court a report stating the status of mediation. If no complete agreement is reached, and if the mediator has concerns for the welfare or safety of a minor child(ren), or if the mediator believes that it is in the best interest of a child(ren), the mediator may recommend to the Court that a child(ren) representative or guardian ad litem be appointed for the child(ren). Except for issues related to the scheduling of the mediation sessions, the mediator will not contact either of the parties, unless otherwise agreed by the parties. The mediator will not discuss with either of the attorneys in person or by phone any substantive issues arising during the mediation session, unless otherwise agreed by the parties. Any written contact with any attorney by the mediator will be made by sending a copy of the same writing to both attorneys. If a Participant is not represented by an attorney, the Participant will receive the same
2. By default, the Mediator will perform a “caucus style” mediation. Caucus Style means the Mediator and both Participants will conduct the mediation services together in the same room. Given this level of openness between the participants, Participant understands that

any topic, discussion, or document provided that has not been previously marked as confidential, can and may be discussed during the mediation session. If Participant wishes to keep a topic, discussion, or document provided between the Mediator and Participant confidential to the other participant, then it is the responsibility of the Participant to notify the Mediator of such prior. Participant understands that he/she can request alternative styles of conducting the mediation. Said request for alternative styles of mediation must be made by Participant at the time of scheduling the appointment for mediation services.

3. Participant understands that both Participants are barred from calling Mediator as a witness in their case. Both Participants agree that they are barred from requesting the production of any records or documents prepared as a result of the mediation process. If either Participant seeks the testimony of the Mediator or disclosure of any mediation records, that Participant shall indemnify Mediator as to all costs in connection therewith, including attorney's fees, and will compensate Mediator for time spent at the Mediator's then current hourly rate. However, nothing contained in this provision shall prohibit Mediator from providing any required information to the Court upon request, including whether or not the participants have reached a settlement during the course of the mediation. Evidence the Participant entered into a settlement agreement during the course of mediation may be disclosed and may be admissible to the extent necessary to enforce the settlement.

Scope of Mediation and Professional Fees:

4. Mediator shall perform family law mediation services for Participant.
5. Participant agrees to comply with any tasks to assist in the performance of said mediation including but not limited to providing information to the Mediator regarding the issues of their case and payment of fees and costs.
6. Participant understands that the mediation session will be conducted with only the Mediator and participants present. Neither Participant shall bring any outside Participant to the mediation session or call any outside Participant during the mediation session. Participant may seek the advice of counsel during the mediation session and said request for Participant's counsel to attend must be made by Participant at the time of scheduling the appointment for mediation services.
7. Participant agrees and understands that Mediator does not represent Participant in any ongoing legal matters and therefore will not provide Participant legal advice.
8. Participant understands and agrees that the Mediator is neutral when it comes to the issues of this matter and will not advocate for either side.
9. Participant is responsible for paying fees and costs incurred under this Agreement. If the Court orders the other Participant to pay any amount toward such fees and/or costs, Participant will receive credit for those payments when they are actually paid by the opposing Participant.
10. The hourly rates in effect at this time are \$200.00 per hour as of October 1st, 2023.
11. The above rates may be changed during the course of representation; if so, Participant will be notified 30 days in advance of the change, which will then go into effect automatically unless Participant notifies Mediator that he/she wishes to terminate this Agreement at that time.
12. The sums to be charged for services under this Agreement are based on a nonrefundable flat rate of \$750.00 per mediation session to be paid equally among the Participants

meaning \$375 per party. This flat rate includes the sending of the initial packet; 1-3 hours of mediation session; and Memorandum of Understanding to be filed with the Court. Some instances might need additional sessions; in that case, additional sessions will be charged flat rate at \$750.00 per session.

13. Participants understand scheduling of the mediation services will not take place until the non-refundable mediation service retainer fee is paid in full by both Participants. Participants understand that any fund paid towards mediation costs are nonrefundable even if the mediation does not take place due to any participant's lack of cooperation or lack of payment of fees.
14. Mediator cannot guarantee a particular result or outcome, and the fee to be charged does not depend on the result obtained. Participant specifically acknowledges that no promises have been made by the Mediator as to what result can or will be achieved for Participant.
15. Mediator or Participant can terminate this Agreement at any time provided that the terminating Participant gives the other Participant written notice of termination. Participant understands and agrees that upon termination by any Participant, Participant is obligated to pay to Mediator any account balance that has incurred, including but not limited, any unpaid retainer, interest, fees, expenses, and/or statements.
16. Notice of cancellation of mediation sessions must be given by the cancelling Participant not less than two (2) full business days in advance of the session. If less notice is given, a charge of \$200.00 will be billed to the cancelling party, unless otherwise agreed. If no notice is given, then the nonattending Participant will be charged the full amount of the mediation session.
17. Mediator carries professional liability insurance.
18. Billable time includes time spent reviewing material, drafting letters, text messages, telephone calls, faxes, emails, meetings, consultations, travel, attendance at depositions and in Court, including time spent waiting for the case to be called, and any other time required to perform mediation services for Participant in this matter.
19. Costs include filing fees, process-server fees, appraisal fees, investigation fees, deposition fees, delivery charges, postal services, overnight courier services, transcripts, copies, and any other direct costs.
20. Participant further agrees that Mediator shall have a lien on any sum recovered or received by Mediator on Participant's behalf for payment of any fees owing or any unreimbursed costs advanced for Participant.
21. Participant further agrees that, if Mediator is required to participate in an arbitration or any other legal proceeding to establish or collect the fees and costs due under this Agreement, Participant will pay the reasonable Mediator's fees and costs incurred by Mediator in connection with such proceeding.
22. This Agreement is entered into in the State of Illinois. The Parties agree that any legal proceeding of any kind concerning this Agreement, the services performed under it, or the fees and costs due under this agreement, whether in Court or in arbitration, shall be brought in the State of Illinois.
23. This Agreement includes all of the intentions, promises, and terms between the Parties. Any promises either before or after not included herein are void. Any terms of this Agreement found to be unlawful shall be severed and is not to make any other provision herein unlawful or void.

Executed on _____, by Mediator and Participant.

Printed Name: _____, “Participant”

/s/ Martia P. Terstegge

Martia P. Terstegge, *Representing*
Mediator of Terstegge Law, LLC.,
“Mediator”