POND FAMILY MEDIATION



LETTER OF ENGAGEMENT

Agreement between Pond Family Mediation and

I am pleased to confirm your <u>virtual</u> mediation session. Please save the details below for your session. You will receive an email reminder prior to your session. Both parties need a strong internet connection and a quiet, private location for the session. Both parties also need to **download the Zoom software ahead of the conference**, but there is <u>no account setup or fee involved</u>. Mediation is a non-adversarial, voluntary process that is effective to resolve family disputes or divorce settlements. The mediator will hold all disclosures confidential, unless given permission to share the information for the purpose of negotiation, and except when reporting is required or permitted by law per Rule 10.360. The role of the Mediator is to explore and define issues, facilitate the discussion of solutions, and support the parties equally.

- Your mediation is scheduled for:
- You have booked hours for this session, you will only pay for the time you use. Both parties shall pay their half of the full final bill for all time incurred.
- Parties Attending Include:
- Case Number:
- A \$125 deposit to hold your session is due now from each party if it has not been paid already.

AND

- Cost of Mediation is <u>\$125/hour/named party (petitioner and respondent)</u> totaling \$250/hour and <u>is due the same day</u> at the completion of mediation payable <u>by the party or his/her attorney</u> <u>as negotiated</u>. All major credit cards are accepted. There is a two-hour minimum for any mediation session plus a\$100 administrative fee for the agreement prep completed premediation.
- Each named party herein agrees to pay for half of the total final bill for mediation unless otherwise negotiated.
- The Mediator will file a Notice of Medication or Disposition of Mediation with the court as needed if you already filed something and were ordered to mediation.
- The Mediator cannot provide legal, financial, or other advice.
- The Mediator does not provide family therapy or any therapeutic interventions. Mediation is not to be construed as therapy in any way.
- The Mediator does not make any decisions during this process; all decisions are up to the parties and are entered into voluntarily.
- For any ADA accommodations required, please advise the Mediator in advance.
- Mediation will deliver:
 - Disposition of Mediation Report for Court (as-needed)
 - Mediated Settlement Agreement (if any agreements are reached)
 - Child Support Worksheet (if completed)
 - Parenting Plan or Outline Thereof (if completed)
 - Any other required Family Law forms as-needed
- Both parties agree to conduct the mediation through Zoom video conferencing software. The
 session WILL NOT be recorded. Because this is a third-party software, while <u>both parties will be
 separated and unable to see or hear the other side</u>, the Mediator cannot guarantee
 confidentiality of the software itself as there is always inherent risk in working online. The parties
 shall hold the Mediator harmless of any such interference or breach of confidentiality as they
 have been expressly warned of this very unlikely possibility

OTHER PAYMENT TERMS AND CONDITIONS AGREED TO HEREIN

- There is no refund or discount on the total amount due if the mediation does not produce a full or partial settlement. All parties agree to pay regardless of the outcome of the mediation.
- Payment will still be due in full at the conclusion of the session, and no refund will be given for the time already spent on the mediation, should the mediator determine the session needs to be stopped due to a suspicion or threat of interpersonal violence, an ethical dilemma caused by either party or his/her attorney, and any other reason aside from the scope of the mediation being determined to be outside the mediator's professional expertise.
- CANCELLATION/RESCHEDULING POLICY: Mediation can be rescheduled up to 48-hours in advance without penalty. If either party does not reach out to reschedule the mediation in time, both parties will forfeit the \$125 upfront deposit. If either party does not show up to mediation as scheduled, only that party will forfeit their deposit and will have to pay it again to rebook the session. Each party in a mediation session must pay a separate \$125 deposit to ensure equal responsibility and participation. There is a two-hour minimum to book any mediation session.

Both parties also agree to sign and return a Mediation Release form prior to the start of mediation. If either party has not retained an attorney, it is agreed and acknowledged that each party has the right to have an attorney present on their behalf. If either party does not retain an attorney, they are freely and voluntarily waiving this right in regards to this Mediation conference.

Additionally, if child support or alimony is involved in your case, you will each need to bring a completed financial affidavit to your session or email it ahead of time so we can calculate child support or alimony for your case based on state guidelines for consideration during your mediation. Please also bring any other pertinent documents related to your case and any proposed parenting plan. Full financial disclosure is required for a successful mediation.

Signatures and Acknowledgement: I have read, understand, and accept the above agreement to mediate. I further agree by signing to mediate in good faith, and I agree to all the mediation fees and terms and conditions listed above. Because mediation is confidential, the Mediator aka Danielle Pond, cannot testify in any court action. If anyone does subpoena Danielle Pond to any court action related to this mediation or any pre or post sessions discussions, she will charge \$250/hour for all the time involved in testifying, attending trial proceedings, pre-trial conference calls related to the matter, travel, and other time as determined by the Mediator.

Party's Name	Party's Signature		Date
Signature of Danielle Pond, Media	ator #39929 F	Date	-
Thank you for choosing Pond Fam	ily Mediation.		

PROPRIETARY AND CONFIDENTIAL – ALL RIGHTS RESERVED BY POND FAMILY MEDIATION

POND FAMILY MEDIATION

Simplified divorce resolution.

MEDIATION WAIVER AND CONSENT FORM

and

(collectively referred herein as the "parties"), agree to have <u>Danielle Pond #39929 F</u>, aka Pond Family Mediation hereinafter collectively referred to as "mediator") administer the mediation of their dispute, concerning

on the following terms and conditions:

- 1. The parties are involved in a dispute which they voluntarily wish to submit to mediation. Mediation is a voluntary, structured problem-solving process in which one or more neutral, impartial third persons assist the parties to a dispute in negotiating a voluntary agreement resolving the dispute. The mediator facilitates the negotiations, but does not impose his or her views of what the agreement should be. The Mediator does not offer therapeutic interventions or therapy in any way.
- 2. The mediator believes that the dispute can be resolved. However, because the mediation itself and any agreement resolving the dispute will be the voluntary acts of the parties, the mediator cannot and does not guarantee that the dispute will be resolved.
- 3. While participating in mediation, each party agrees to make a good faith attempt to reach a reasonable resolution of this dispute through mediation, to cooperate with the mediator and the other parties, to allow the other parties to present their positions without unnecessary interruptions or objections, and to be open, candid and complete in its efforts to resolve the dispute. The mediator assigned to this case agrees to pursue the mediation diligently.
- 4. The parties understand that the mediator has no authority to decide any case and is not acting as representative, advocate or legal advisor for any party, and is not to provide legal advice to any party involved in mediation. Each party specifically agrees to obtain legal advice on any issue of interest to him/her from their own attorney, and not to rely upon the mediator for such advice.
- 5. Each party agrees to hold the said mediator harmless for any observations, suggestions, or implications that he/she may make in the course of mediation and/or for any other claim arising from the mediation process. Each party waives any right of action that he/she may have against the mediator for any allegation of wrongful conduct on his/her part while acting in the course of the mediation herein agreed to.
- 6. The parties have been informed of grievance, EEO and/or MSPB processes, and the time frames associated with them. This agreement to mediate does not negate or suspend any statutory or Collective Bargaining Agreement time frames.
- 7. Each party understands that mediation can be terminated at any time by any party or by the mediator.
- 8. Each party agrees that he/she will not call any mediator who mediates this case to act as witness in any pending or future arbitration or administrative or judicial proceeding, to testify to facts concerning or relating to the subject matter here being mediated. No party will depose a mediator or subpoena, compel production of, or otherwise seek documents or information about this case, which may have been retained by a mediator.

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Phone: (904) 209-9382 Email: Danielle@PondFamilyMediation.com www.PondFamilyMediation.com

- 9. The confidentiality of the dispute resolution proceeding is established in the Administrative Dispute Resolution Act of 1996. The parties agree that statements made or documents prepared for the mediation process will remain confidential to the fullest extent as permitted by law, except for the limited purpose of implementation and enforcement of a resulting negotiated settlement agreement. In addition, parties agree to keep the discussions held in all sessions, including but not limited to the joint session of the mediation, confidential.
- 10. Each party agrees to treat everything said or otherwise disclosed by the opposing party, as part of an offer to compromise and settle the dispute being mediated. Each party further agrees that all information provided during the mediation session is without prejudice and will be inadmissible as evidence, in any pending or future arbitration or administrative or judicial proceeding. However, evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation.
- 11. Each party specifically agrees, however, that a fully executed settlement agreement can be admitted to any arbitration or administrative or judicial proceeding, as evidence of such settlement, and will not object to such admission.
- 12. I understand that no party to this mediation shall be bound to anything said or done at the mediation, other than this Agreement to Mediate and any written settlement agreement executed by all necessary parties. Before its execution, the terms of any settlement agreement are to be approved by any representative of each party. Once executed, a settlement agreement shall be binding upon all parties to the agreement.
- 13. Each party understands that he/she may have a representative or attorney present during the mediation and/ or to review a proposed settlement agreement prior to its signing. If the party chooses not to retain council or have council present at mediation, they are voluntarily waiving this right and hereby acknowledge such.
- 14. Each party agrees to the mediation costs and policies as outlined on www.pondfamilytherapy.com/FAQs. In-person mediation is \$200/hour/party and virtual mediation is \$125/party/hour. Please refer to the website for the full policies and procedures related to payments, deposits, refunds, and rescheduling.

By signature below, I agree and consent to these terms and waive the rights herein specified. I know that I have the right to consult legal counsel or other representative, before executing this document.

Signed:

Party Name

Signature



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