



Advanced Mediation Associates LLC
109 Ambersweet way suite 642
Davenport FL, 33897
Office # 407-743-4949, Fax # 845-327-1074
Email: mediationFLcourts@gmail.com
Website: www.mediationFLcourts.org

AGREEMENT TO MEDIATE

This Agreement is made by _____, hereinafter.
Client(s)/Attorney(s)

referred to as Client(s), and Advanced Mediation Associates LLC.

This Agreement is made between Client(s) and Mediator(s) arising out of a desire to reach a settlement of an existing controversy. The Client(s) agrees to abide by the mediation rules and guidelines, as may be developed by the mediator(s) and clients. The signing of this Agreement to Mediate represents the Client(s) acceptance of the Mediator(s) as a neutral, whose only purpose is to assist the parties in their negotiations. The Client(s) understands the Mediator(s) is/are not empowered to render a decision in this matter, nor does any agreement reached by the parties surrender their individual rights, not covered by that agreement. In consideration of the terms of this Agreement to Mediate, the Client(s) and Mediator(s) agree to the following:

1. FEES AND PAYMENT: The hourly fee for services rendered by the Mediator(s) shall be \$150.00 per party (totaling \$300.00 per hour) for the period of the mediation session and for time spent on the preparation of any agreement. A non-refundable deposit of \$100.00 per person will be due prior to the mediation and upon making an appointment.

MEDIATOR'S FEE is due and payable in full at the conclusion of each session. If there are multiple sessions, payment for each session will be due and payable at the conclusion of that session. Any contact the mediator has with the parties between sessions, either in caucus or jointly, paperwork, is billable time and payment for same is due and payable upon billing or at the next in-person session whichever comes first. If payment is not made, an interest charge of one and one-half percent (1.5% per month) will be charged on any outstanding balance. The interest will be calculated on the previous balance minus previous payments.

2. CANCELLATION/RESCHEDULING POLICY: A party who cancels or withdraws from a scheduled mediation less than two (2) business days from the scheduled mediation, shall be responsible for two hours at the stated hourly fee.

3. NEUTRALITY: It is understood the Mediator(s) is/are neutral and is not acting as a representative of any party to the mediation.

4. CONFIDENTIALITY: Information gathered during the mediation process is confidential and privileged. All communications will be treated as strictly confidential by the mediator(s) and the parties except as to any mandatory exceptions, which will be more fully explained/revealed by the mediator(s) plus additional exceptions and/or agreed to by the mediator(s) and the parties. Further, the mediator(s) will not disclose any information shared during a “caucus” (one-on-one meeting), which a party has specifically requested remain confidential. All parties agree not to record the mediation.

5. DISCLOSURE OF INFORMATION: The mediation process is based upon the good faith negotiations between the clients and therefore it is agreed that there will be a full and complete disclosure, by and to all parties, of all information and documents necessary to reach an informed decision regarding all aspects of the matter in dispute. Often, it is more efficient to share the information prior to the mediation.

6. AUTHORITY TO SETTLE: The presence of the Client(s), and/or the Client(s)’ representative, acknowledges they have full authority to reach full settlement of all issues.

7. MEDIATOR AS WITNESS IN COURT: The Client(s) agree/s the Mediator will not be called to testify in court, or any other proceeding.

8. AGREEMENT: Should the parties reach an agreement on any and/or all issues, an Agreement will be prepared by the Mediator, or the client(s), if they choose, and, if all agree, same will be signed by the parties and will become a legally binding contract. If required, a copy of the Agreement will be submitted to whoever would be required to have a copy. (i.e., a court, corporation, etc.)

9. RELEASE OF ADVANCED MEDIATION ASSOCIATES LLC AND MEDIATORS: I understand the mediation services provided by Advanced Mediation Associates LLC do not include legal or financial advice or representations. I further understand I may seek legal advice from an attorney, and financial advice as needed from accountants, appraisers, and/or other qualified professionals.

VIRTUAL MEDIATION: Information gathered in the remote mediation process is confidential and privileged. All such communications by the parties shall be treated as strictly confidential by the mediator and the parties, including emails, chat and text messages, notes, phone calls and all other communications. The parties will not record or video any mediation session. No one shall participate in the mediation process except the mediator, the parties, and their attorneys (e.g. no new partners, grandparents, etc.) unless both parties and the mediator agree. Anyone authorized to participate is required to sign this document.

I agree not to hold the mediator(s) and/or Advanced Mediation Associates LLC liable for the results of the mediation. I understand mediation is a confidential settlement negotiation. Therefore, should I wish to pursue further legal action in this matter, I will not subpoena the mediator, any agent or employee of Advanced Mediation Associates LLC nor any documents resulting from this mediation that may be in Advanced Mediation Associates LLC possession.

DATED _____, 20____

/_____
CLIENT SIGNATURE / PRINT NAME

/_____
CLIENT SIGNATURE / PRINT NAME

/_____
ATTORNEY SIGNATURE / PRINT NAME

Arthur Kharonov Certified Florida State Supreme Court Mediator, Advanced Mediation Associates LLC.

Observers/family members and other parties as to Confidentiality only: Leave blank below if no observers present other than primary parties.

(Signature/Print Name)

(Signature/Print Name)

(Signature/Print Name)

(Signature/Print Name)