

AGREEMENT TO MEDIATE WITH SHON A. COOK

This agreement is made on the _____ day of _____, 2007, between _____ and _____ and Mediator, Shon A. Cook

Statement of Intent

The parties sincerely intend to resolve their issues through mediation. By mediating they wish to create an agreement that settles the major issues between them, relating to the interests of both parties, and meets the needs of both parties and their children, if any.

Confidentiality

- a. The parties will not call the mediator(s) to testify as a witness, or subpoena any of the mediator's records in any matter related to mediation. The parties will not testify in court as to anything said or done during or in connection with the mediation, except for financial information provided to and from the parties. It is acknowledged that the notes and file of the mediator are destroyed one year after mediation is completed.
- b. In general, the mediator will treat all information obtained during mediation sessions as confidential. No information obtained during mediation will be given to any outside person or organization unless both parties agree, with the following exceptions: a statute, court rule, or court order requires otherwise; there are allegations of child abuse, or there are threats of physical harm or actual physical harm to another person. Except for the initial separate interviews (if scheduled), the mediator will **not** hold information confidential between the parties that is disclosed in mediation sessions, and the mediator will be in contact with the parties' attorneys (if any) to inform them of the progress of mediation, unless otherwise agreed.
- c. The mediator does reserve the right to meet with the parties separately during the course of mediation for purpose of a caucus, if both parties agree. The caucus is designed to facilitate communication and provide for further information. The mediator, or one of the parties can request the caucus at any time and upon agreement of the parties, a separate meeting (caucus) with that party can occur.

Full Disclosure of Financial Information

Each party agrees to fully disclose all information including statements from financial institutions, income tax returns, etc., requested by the mediator and all information requested by the other party if the mediator finds that the disclosure may aid in the mediation process. If either party fails to disclose or misrepresents financial information, the agreement may be

nullified between the parties by the Court due to fraud or misrepresentation. The role of the mediator is not to discover assets or information, but rather to help facilitate an agreement.

Transfer of Property

While in mediation, the parties will not buy, sell, transfer, conceal or dispose of any property or money without written agreement from the other party, except for reasonable and usual expenses.

Attorneys

The parties are encouraged to consult with attorneys early in the mediation process in order to understand the legal issues in their case. The parties or the mediator will provide the attorneys with information concerning the case as well as documents provided to the mediator or produced in mediation. After a final agreement is reached, each party will have the opportunity to have it reviewed by his or her attorney prior to signing it. **The mediator does not represent either party and does not give legal advice.** At any time during the course of a mediation, a party may request an attorney and the matter will be adjourned to allow for representation if requested.

Termination of Mediation

Mediation is a voluntary process, and any party in mediation may terminate at any time. However, if either party wants to terminate mediation they agree to do so only during a mediation session.

Role of Mediator

The mediator shall:

- a. Remain unbiased.
- b. Fairly listen to each party.
- c. Help the parties to outline issues that are relevant to reaching resolution.
- d. Help the parties to formulate solutions to the issues
- e. Maintain confidentiality as provided above
- f. Treat each party with dignity and respect as it relates to the mediation process
- g. Keep the parties informed of the process and their attorneys, if attorneys are involved in the process
- h. Shall file all necessary paperwork with the Court if the mediation is court ordered.

The mediator shall not:

- a. Represent either party at any time in the process.
- b. Appear in court on behalf of either party
- c. Be subject to the Court's subpoena to appear to testify regarding the mediation process, or the content of the mediation.

- d. Reveal confidential information to outside parties without the authorization of the parties (unless the parties are represented by attorneys, then their attorneys will be advised of agreements reached and remaining issues).

The mediator may choose to assist in the preparation of the final agreements in this matter that may include Orders and Judgments. The mediator will do so, only with the agreement of the parties and the parties input into each provision of the final agreement. If the parties are represented by attorneys, then the attorneys that represent the parties shall be responsible for preparation of all Orders/Judgments that are necessary to effectuate the intent of the parties' agreement.

Memorandum of Understanding

The mediator will prepare a detailed written description of the parties' agreements or a memorandum of understanding. The mediator will keep a signed copy of the memorandum of understanding on file with supporting documentation for two years from the date of signing. All other notes will be destroyed once the memorandum is signed. The memorandum of understanding will be kept by the mediator for no longer than one year from the end of the mediation

Parties: _____

Date: _____

Date: _____

Mediator: _____

Date: _____