

MEDIATION AGREEMENT GUIDELINES

Mediation is a non-adversarial process, which is most effective if the parties involved work within certain guidelines.

- A. Accept responsibility for yourself. State what you want and need. Include your intent, reasons and feelings.*
- B. Mediation differs from litigation in that the parties, with the assistance of the mediator, reach their own agreement. Mediation allows the parties to make decisions for themselves, the mediator will lead the negotiations in assisting the parties to reach a decision which is acceptable to both. The mediator does not act as an attorney for either party. The mediator will not provide legal advice.*
- C. At the conclusion of the mediation, a Memorandum of Understanding or a Settlement Agreement will be drafted to incorporate all issues agreed upon. Both parties are encouraged to have an independent attorney look over any completed agreements. In many instances, parties will be advised to have accountants review the financial arrangements reached as well. The mediator will not provide tax advice.*
- D. The mediator will often negotiate with the parties in joint session; that is, with the parties together in the same room or during the same conference call. However, there may also be times when the mediator uses a "caucus" format. That is when the mediator speaks with each party separately – for clarification of issues or further negotiation. A party or the mediator may call for a caucus. A caucus might occur in person, during a mediation, or in a telephone call or e-mail prior to or after a mediation. This is a common occurrence in mediation and should cause you no concern. However, if you desire more clarification about the concept of a caucus, please discuss this with your mediator prior to signing the Mediation Agreement.*
- E. By signing this agreement, each of you is affirming that you will disclose all pertinent issues relating to the children (if any) and all assets and liabilities. Should either party fail to do so, a document's validity could be questioned by the other party. You are further affirming that neither will transfer or dispose of any real or personal property during the mediation process without the consent of the other party, nor will you take any steps which would alienate either parent from the children.*
- F. The mediator has disclosed any conflicts he/she may have and the parties have waived any conflicts disclosed.*
- G. The mediation may be terminated (a) by the execution of a*

Memorandum of Understanding or Settlement Agreement by the parties; (b) by notice of the mediator that further efforts at mediation would not prove useful; or (c) by notice of either party that the mediation proceedings are terminated.

- H. *Information gathered in the mediation process is confidential and privileged. The mediator will not willingly testify for or against either party involved should either party end the mediation process and litigate the divorce in court. By signing this Agreement, both parties agree not to subpoena the mediator to testify concerning this mediation in any subsequent court actions.*
- I. *The Arizona Mediation Institute is a training institution. From time to time, student mediators will sit in on mediation sessions as observers. Students have the same confidentiality mandate as do our senior mediators. If you object to a student mediator observing your mediation, please so advise your mediator at the first session.*
- J. *Mediation sessions must be canceled seventy-two (72) hours in advance. If this is not done, the parties will be charged the full cost of the canceled session. Neither the Arizona Mediation Institute nor any mediator employed by the Arizona Mediation Institute shall be liable to any party for any act or omission in connection with the mediation of this matter.*
- K. ***Mediation sessions are to be paid for at the time of service. At the mediation session, you are required to provide a credit card number to secure your mediation fees. It is impossible to predict the exact amount of time a mediator may spend drafting documents or on other mediation-related work, such as telephone conferences, etc. All time spent by the mediator above and beyond an actual session will be billed according to the time spent at the mediator's hourly rate. All statements for services rendered are due within ten (10) days of receipt. However, if a bill is not paid within that ten (10) day period, your credit card will be charged the balance of that bill. By executing this Agreement, you are authorizing those charges to be billed to your credit card.***
- L. *At the parties' request, the mediator will prepare the necessary statutory documentation to initiate the dissolution process with the Court, as well as the documentation necessary to finalize the divorce. Both parties are encouraged to have independent legal counsel review the documents.*
- M. *In the event a Qualified Domestic Relations Order ("QDRO") is needed to divide a qualified retirement or pension plan, the mediator will recommend an attorney to handle this part of the process as Arizona Mediation Institute does not prepare QDROs.*

N. *Mediation files are kept on site only as long as the parties are involved in mediation. Once a case has settled or mediation has terminated, the file is sent off site and retained in storage for approximately three (3) years. After that time, the file is destroyed.*

(SPOUSE)_____ (DATE)_____

(SPOUSE)_____ (DATE)_____

The sum of \$_____ was received this ____ day of _____, 2009. to include the following:

\$_____ For ____ hours of mediation;

\$_____ First hour of drafting documents;

\$_____ Filing Fees (\$321 for initial docs & \$256 for final docs)

\$_____ Costs (\$150 flat fee).

ARIZONA MEDIATION INSTITUTE

By:_____

