

Leisa Watkins, Certified Professional Mediator
MEDIATION CONTRACT

We, the undersigned, hereinafter “participants” or “party(ies)”, and Leisa Watkins, MFT, hereinafter “mediator”, do individually and collectively, voluntarily enter into mediation with the intent of resolving issues and reaching a mutual agreement.

The participants and the mediator understand and agree as follows:

1. *Mediation* : The participants hereby appoint Leisa Watkins as mediator for their negotiations. The participants understand that mediation is an agreement-reaching process in which the mediator assists participants to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the participants. The participants understand that mediation is not a substitute for independent legal advice. The participants are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement. The participants have also been advised that consultation with other professionals, including a tax advisor or financial planner, therapist or family counselor, may be advantageous in protecting our interests. The participants understand that the mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The participants also understand that the mediator has an obligation to work on behalf of each party equally and that the mediator cannot render individual legal advice to any party and will not render therapy within the mediation.

2. *Scope* : The participants understand that it is for the participants, with the mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

3. *Good Faith* : All participants here state their good faith intention to complete their mediation by an agreement. It is, however, understood that any party may withdraw from or suspend the mediation at any time, for any reason.

The participants also understand that the mediator may suspend or terminate the mediation if she feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that she can no longer effectively perform her facilitative role.

4. *Confidentiality* : It is understood between the participants and the mediator that the mediation will be strictly confidential. As such, all mediation discussions, including all written, oral and digital communications with both participants and their advisors, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. Only a mediated agreement, signed by the participants, may be so admissible. The participants further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the participants. Any attempt to engage the mediator in legal proceedings will be summarily quashed. The mediation is considered by the participants and the mediator as settlement negotiations. The participants understand the mediator has an ethical responsibility to break confidentiality if she suspects a party or another person may be in danger of physical harm.

5. *Indemnity* : The participants agree that the Mediator is not liable for any act or omission in connection with the Mediation and agree to indemnify and hold the Mediator faultless from any claims for damages that may arise in any way from the Mediation.

6. *Honesty* : Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.

7. *Mediator Impartiality* : The participants understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation or in any court or other proceeding. The participants agree that the mediator may discuss the participants' mediation process with any attorney any party may retain as individual counsel. Such discussions will

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not include any negotiations, as all mediation negotiations must involve all participants directly. The mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a party's request.

8. *Caucus or Private meetings* : At any time during the mediation process, the mediator may communicate separately with an individual mediating party, or either participant may request an individual meeting with mediator, in which case such "caucus" shall be confidential between the mediator and the participant(s) unless they agree otherwise.

9. *Litigation* : The participants agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process. Prior to the conclusion of the Mediation, neither party may initiate any legal action or pursue any prior action against the other party.

10. *Fees* : The participants and the mediator agree that the fee for the mediator shall be \$150 per hour or \$200 per hour for co-mediators for time spent with the participants and for time required to study documents, research issues, correspond, telephone call, prepare draft and final agreements, print, mail, and create documents and do such other things as may be reasonably necessary to facilitate the participants' reaching full agreement. A deposit payment of \$150 per participant toward the mediator's fees and expenses shall be paid to the mediator along with the signing of this agreement which is required prior to scheduling a meeting. The participants shall be jointly and severally liable for the mediator's fees and expenses. Responsibility for mediation fees and expenses shall be divided evenly between participants. The participants will be provided with an accounting of fees and expenses by the mediator. Payment of such fees and expenses is due to the mediator upon completion of the mediation process, unless otherwise agreed in writing. Should payment not be timely made, the mediator may, at her sole discretion, stop all work on behalf of the participants, including the drafting and/or distribution of the participants' agreement, and withdraw from the mediation. Co-mediation may be required for some agreements. Any need for co-mediation will be discussed with participants prior to engaging in the mediation session(s).

11. *Withdrawal from Mediation* : Mediation is a voluntary process and either party may terminate the mediation at any time. The mediator also reserves the right to withdraw if she determines that the issues cannot be resolved in mediation or that she is unable to provide the services necessary to reach resolution. If either party or the mediator decides to withdraw, we agree to discuss the decision with the other involved parties, and to confirm the termination in writing.

11. *Counterpart Execution; Binding on Representatives* : This Agreement may be executed in any number of sessions which when taken together shall constitute one fully executed Agreement. This Agreement when so executed shall be to the benefit of and be binding on the undersigned parties as well as their respective representatives or other persons they have caused to be present during these mediation proceedings. By signing this Agreement, each of the participants acknowledges that he or she has read this Agreement and agree to proceed with the Mediation on the terms contained herein.

Dated this ____ day of _____, 2019

Participant

(Print name)

Mailing Address _____

Phone Number _____

Email address _____

Signature _____

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Participant

(Print name)

Mailing Address _____

Phone Number _____

Email address _____

Signature _____