

Alice W. Limehouse, Mediator
_____ and _____

Date: _____

GUIDELINES FOR MEDIATION

The parties have agreed to enter into mediation under the following guidelines:

1. The parties and their representatives understand that the purpose of mediation is to attempt to give parties the opportunity to reach their own resolution to the dispute(s) through the assistance of the mediator. The mediator will not make decisions for the parties but will lead the negotiation process to create the best opportunity to find mutually acceptable resolution(s). The role of the mediator is to assist parties and their counsel in understanding the facts asserted and the contentions of all parties. Any settlement reached is voluntary by the parties and achieving settlement is in no way mandated. The mediation may be terminated at any time by the mediator or either of the parties.
2. For mediation to be successful, open and honest communication and negotiation is essential. The parties will make complete and accurate disclosure of all matters relevant to the process of settlement. This includes providing each party and the mediator with all relevant information which would be available in the discovery process in a legal proceeding. If a party deliberately withholds information or supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.
3. Mediation is considered a settlement negotiation. Therefore, information gathered in the mediation process is confidential and privileged. Any evidence of conduct or statements made during mediation may be deemed inadmissible. Open and honest communication is essential and all such communications by the parties shall be treated as strictly confidential by the mediator, counsel, and the parties. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure. Neither the mediator nor the parties will record any mediation sessions. No one shall participate in the mediation process, including in virtual mediations, except the mediator, the parties and the attorneys (e.g. no new partners, grandparents, children etc.) unless both parties and the mediator agree in advance to include such person(s) and such person(s) sign this document.
4. The parties and their representatives agree not to call the mediator to testify as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials developed for or in the course of this mediation. In no event will any mediator voluntarily testify on behalf of a party.
5. Nothing in this agreement shall be construed to prevent or excuse the mediator from reporting such crimes, imminent threats of bodily injury or abuse to a child or a party, or such other matters as to which the law imposes a duty to report.
6. In the event there is a Guardian ad litem present, the parties and their representatives acknowledge that the Guardian(s) ad litem are not bound by confidentiality and are appointed to investigate and report to the court. If, at any point in the mediation session, the parties wish to confer with the mediator in confidence, the Guardian(s) ad litem may be asked to excuse themselves from the caucus. It is the responsibility of the parties, or the parties' representative, to make this request.
7. The parties understand that the mediator does not provide legal or financial advice and is not

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functioning as an attorney. The mediator's role is to assist the parties in securing a fair agreement. All parties are encouraged to have an independent attorney or financial advisor look over any completed agreement.

8. By my participation, I affirm that I have the capacity to negotiate in good faith and have the authority to make decisions for myself including the decision to end the mediation session if needed.

9. Unless it has been agreed otherwise in advance and confirmed in writing, the Mediator's rate of \$300.00 per hour will apply from the time that the mediation is scheduled to begin. The Mediator's fees will be paid directly to the Mediator at the completion of the session and will be equally divided by the parties, unless the parties agree otherwise during mediation.

10. By signing below, all parties agree to participate in good faith and work toward a resolution of the issues. If an agreement is reached, the mediator will prepare said agreement in the form of a memorandum and review same with the parties. If both parties are represented by an attorney and those attorneys are present, the agreement reached is binding, and will have a significant effect upon the rights of the parties and upon the status of the case.

**I have read, understand and agree to abide by these guidelines, this _____
day of _____, 20 _____.**

Party

Party

Attorney

Attorney



Mediator

Guardian ad Litem