

## MEDIATION AGREEMENT

I am writing to confirm our agreement that I will serve as mediator to help you work together to reach a mutually acceptable agreement. You know that I am a professional trained in mediation and understand that as a mediator, I will not provide tax or legal advice. Should you feel there is a need for such tax and legal advice, you agree to seek professional help from someone other than me.

Some of the additional agreed upon guidelines which we have reviewed include the following:

1. Mediators's Role: By remaining impartial and neutral, I will encourage you to identify what issues need to be resolved, exchange information, generate options or alternative solutions, and fairly negotiate with one another. You will be the decision-maker in this matter and will determine what you believe is a fair and satisfactory resolution. You are not bound to agree with any options or alternatives which may arise in mediation and understand that I have no decision-making authority to decide any aspect of your agreement.

2. Confidentiality: You agree to keep all negotiations and communications in mediation confidential, except where disclosure is required by law or mutually agreed to by all mediation participants. You agree not to call me as a witness in any litigation or legal proceedings nor request or use any of my records or documents for the purpose of litigation. Should anyone signing this agreement to mediate seek to compel me to provide information in a court proceeding or elsewhere, you agree in advance that person will compensate me, at my normal hourly rate, for any and all time I might employ to defend the confidentiality of this mediation. If requested by the Court, in cases of Court-ordered mediation, you authorize me to report to the Court who attended mediation and whether an agreement was reached.

You agree to permit me to confer with your attorneys (if you have attorneys), if in my opinion, it would assist the mediation process. You also agree that when information concerning child abuse and neglect; abuse, neglect or exploitation of a disabled adult or elderly person; or the serious threatened harm to anyone comes to my attention, I may notify the appropriate authorities or potential victim, if any, and not adhere to the confidentiality restrictions.

3. Voluntary Participation: You may discontinue mediation at any time. It is recommended that any dissatisfaction with the mediation process be discussed as soon as it may arise, so that we may attempt to resolve problems, where possible, quickly.

4. Independent Legal Counsel: Each of you agree that you have the right to retain separate attorneys of your own choice to advise you and your legal rights and responsibilities prior to signing a mediated settlement agreement. You are encouraged to talk openly with your attorneys throughout the entire mediation process. If you wish, your attorneys may participate in the mediation conferences. You understand that, as a mediator, I will not provide legal services.

5. Separate Sessions: During mediation, I may request to meet separately with one or more persons while others are not present. All discussions will be considered confidential (to the extent provided in this agreement and by any applicable laws and rules) within that session and I will not disclose these communications to others absent from the separate session without the permission of those present during the separate session.

6. Safety: You agree that if there has been any violence or abuse in your relationship which may

limit your ability to effectively participate in mediation or raise any safety concerns, you will report this to me. You may inform me either directly during a mediation session, or confidentially in a private session or by telephone. If this issue arises, we will then discuss whether mediation can proceed and develop an appropriate plan of action. You also agree to, if you have attorneys, to notify your respective attorneys of any concerns you may have in this regard.

7. Full Disclosure: Each of you pledges to fully disclose all relevant information. If you have any reason to doubt the honesty, accuracy or completeness of the other's disclosure of any relevant information, it is agreed that you will inform me or your attorney as soon as such concern arises.

8. Guidelines: For cases involving child support, Florida law provides specific guidelines for determining child support obligations. As there can be some variation in calculating these amounts, you each agree that you have the right to verify these calculations with your respective attorneys. Should either of you find that these calculations are not correct, you agree to notify me and one another as soon as this arises.

9. Written Summary: If you reach agreement, I will prepare a written memorandum of understanding which can be submitted to you or your separate attorneys for review. You each agree that any final negotiated settlement will only be agreed to voluntarily by each of you and agree that the mediator will not be held liable in any way for the terms of any final agreement. Unless provide otherwise in the agreement, you agree that all signed agreements will not be considered confidential.

10. Fees: My fee for mediation services is two hundred twenty five dollars per hour (\$225.00) with a minimum of two hours (any not used in the first session will be credited against future sessions or time in preparing your agreement) which shall be paid in advance or at the beginning of the first session. This rate shall apply to my time involved in preparation, conferences, writing memorandums, consulting with advisory counsel or any other time, including travel, spent on your behalf. You agree to pay me at the end of each session for all amounts currently due and for any anticipated work, such as writing up your agreement, which I shall perform prior to any subsequent mediation session. My full fee for actual time reserved will be charged for all sessions which are not canceled or postponed at least two days in advance. Each of you agrees to share in the payment for mediation according to the following percentages:

Name \_\_\_\_\_ Percentage \_\_\_\_\_

Name \_\_\_\_\_ Percentage \_\_\_\_\_

\_\_\_\_\_ Total: 100%

If this letter accurately reflects your agreement to mediate, please sign your name in the space indicated below and return this letter to me.

Sincerely,

Robert G. Hetsler, Jr.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_