

**GUIDELINES TO MEDIATION**

Because of the willingness of each of you to use mediation to attempt to resolve certain issues that concern you, I, Meredith Morrow Illa, have agreed to provide you with mediation services, subject to the conditions set out below. This document, when signed by each of you, becomes our agreement to mediate.

1. **THE MEDIATION PROCESS:** Mediation is a process in which the mediator works with the parties to constructively discuss the issues involved in their matter. The mediator is obligated to help both parties fully consider the consequences of any decision they reach. The mediator does not, however, have any authority to engage in fact finding or to make decisions about how issues will be resolved. Any agreement reached will be based solely on the decisions of the parties.
  
2. **FEES:** The mediation rate is \$150 per hour. There is a minimum required 2 hours of mediation, with payment being made in advance. All additional hours shall be paid 48 hours in advance of the scheduled mediation appointment. Payment can be made by cash, money order or credit card.
  
3. **ROLE OF THE MEDIATOR:** The primary role of the mediator is to help you communicate with each other. The mediator must remain impartial to work with both of you effectively. The mediator is not acting as an attorney or counselor, and will not, under any circumstances, give legal advice or provide counseling to either parent. YOU ARE ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE.
  
4. **CONFIDENTIALITY OF THE MEDIATION PROCESS:**
  - a. Any communication relating to the subject matter of this dispute made during the mediation process by any person present at the mediation shall be a confidential communication. Recording of any such communication is strictly prohibited.
  - b. Any statement made in setting up or conducting the mediation is not admissible as evidence and is subject to discovery only if obtainable by other means.
  - c. All notes and other documents relating to the mediation shall be confidential and shall not be subject to subpoena, discovery, or other disclosure in any legal proceeding.
  - d. The mediator and those persons assisting the mediator shall not be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the mediation session.
  - e. EXCEPTIONS to mediator confidentiality exist if the mediator reasonably believes disclosure will prevent death or substantial bodily harm that is reasonably certain to occur.
  
5. **IF YOU REACH AN AGREEMENT:**
  - a. Any understanding reached by the parties as a result of mediation will not be binding upon the parties until it is reduced to writing, signed by the parties and their attorneys, if any, and approved by the court.
  - b. The mediator will prepare a written summary of any understanding reached by the parties, a copy of which will be provided to the parties and their attorneys, if any. The parties are advised to obtain legal assistance in drafting or reviewing any agreement before signing it.

\_\_\_\_\_  
Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name: \_\_\_\_\_

Date: \_\_\_\_\_