

AGREEMENT TO MEDIATE

This agreement is between _____ and _____ (hereafter, "the parties") and Jack Kirby (hereafter, "the mediator"). The parties currently have a case pending known as _____ County, CAFN _____ and agree to mediate a resolution of their case with the mediator serving as a neutral.

Mediation is a process where parties involved in a dispute use the assistance of a mediator, serving as a neutral third party, to attempt to reach a mutually acceptable resolution. The mediator's role is to guide the mediation process, facilitate communication, and help the parties generate possible outcomes. A mediator does not act as a judge or render decisions and cannot provide legal advice. Responsibility for resolving the dispute rests with the parties.

In order for the mediation to be successful, all parties need to abide by the following conditions. It is hereby agreed:

1. That both parties will enter the mediation in good faith with the goal of reaching a satisfactory agreement.
2. That either party can withdraw from the mediation at any time.
3. That both parties will provide full and accurate information during the mediation process.
4. That either party may request a brief recess at any time to consult with their attorney.
5. That both parties will consider all communications in mediation as privileged communications and absolutely confidential, consequently: (a) the mediator will not reveal the names of the parties or anything discussed in mediation unless expressly requested to do so by the parties {the parties recognize that the mediator will not maintain confidentiality with respect to communications that give him reason to believe that a child is in need of protection or either party is in danger of bodily harm}; (b) the parties agree that they will not call the mediator as a witness in any legal proceeding concerning the subject matter of this case, nor subpoena the mediator's records of the mediation; and, (c) should either party attempt to compel testimony or the production of documents from the mediator, such party agrees to reimburse the mediator for his time at \$350.00 per hour in taking the necessary steps to quash any such subpoena in order to maintain confidentiality.
6. If the mediator determines that it is not possible to resolve the issues through mediation, he can terminate the mediation after conveying his decision to

the parties in writing.

7. When an agreement is reached, the mediator will prepare a Memorandum of Understanding. The parties shall have the opportunity to review the memorandum with their attorneys and if it accurately reflects their agreement, to sign it before the mediation is concluded.

8. The parties understand that the mediator charges \$350.00 per hour for his time (with a 3-hour minimum charge) plus a one-time administrative fee of \$250.00. Payment for the mediation shall be made by pro se parties at the conclusion of the mediation session. Represented parties may elect for me to invoice their attorney, in which case the balance is due within 30 days of the invoice date. Should a represented party fail to pay the mediator for his or her portion of the fees, the attorneys understand that, by signing this agreement, they become responsible for paying their client's portion of the mediator's fees. The Mediator's fees shall be divided equally between the parties unless the parties agree to a different division.

By signing below, the parties, attorneys and mediator affirm that they have read, understood and agreed to each of the provisions of this agreement.

Jack Kirby, Mediator

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