

AGREEMENT TO MEDIATE

This agreement is made between the undersigned parties and Melanie Aleman, MA. LMFT

1. **Confidentiality-** The parties agree to maintain confidentiality regarding information obtained in any mediation session, including the orientation, and understand that neither the mediator nor records nor documents related to the mediation may be subpoenaed in any future discovery or other legal proceeding relative to the issues considered during the process.
2. **Exceptions** to confidentiality are as follows:
 - a. Where disclosure is required by statute (abuse or neglect of children or vulnerable adults and/ or “duty to warn” obligations); or
 - b. Where disclosure is necessary to prove a claim of mediator misconduct; or
 - c. When mediation is pursuant to a court order, the mediator may disclose the following:
 - i. Whether the parties met with the mediator
 - ii. Whether agreements were or were not reached
 - iii. Whether future sessions are scheduled.
3. **Mediator-** This mediation will be conducted by Melanie Aleman, a qualified neutral under Supreme Court Rule 114.
4. **Termination-** Any party or the mediator may terminate the mediation at any time, verbally or in writing.
5. **Acknowledgement-** Each participant acknowledges receipt of a statement of qualifications and experience of the mediator and mediation rules and agrees that s/he will abide by the stated rules of mediation and this agreement.
6. **Fees**
 - a. The mediator shall be compensated at the rate of \$150.00 per fifty-minute hour. Compensation will be for time in session and administrative time spent (drafting, phone calls, etc.)
 - b. Unless negotiated otherwise, a mediation session is scheduled for two, fifty minute hours. Payment of \$300.00 must be made when you check in for your appointment prior to the session. Any drafting time fees at \$150.00 per hour will be calculated at the end of the session and are to be paid at that time.
 - c. _____ The parties will equally share all mediation fees.

_____ will assume responsibility for all mediation fees.

_____ Other payment arrangements:

7. **Cancellation/ No-Show policies**
 - a. Appointments cancelled with less than 1 full business day’s notice will be charged \$300.00 (the full 2 hour appointment time).
 - b. Appointments cancelled between 1 and two business day’s notice will be charged \$150.00 (on half of the 2 hour appointment time.)
 - c. There is no charge for appointments cancelled with more than 2 full business day’s notice.
8. **Voluntary Acknowledgment-** The parties hereby voluntarily sign this Agreement in order to affirm that they have read it and agree to be bound by its provisions.

AGREEMENT TO MEDIATE

Date: _____

Signature

Signature

Signature

Signature of Mediator