

AGREEMENT TO MEDIATE

This agreement is made between the undersigned parties and Erin Guyette, PhD, LMFT. Dr. Guyette practices under her private practice, Guyette Family Guidance, PLLC.

1. Mediator: This mediation will be conducted by Erin Guyette, PhD, LMFT, a qualified neutral under Supreme Court Rule 114.

2. Function of the Mediator: The parties understand that the mediator is a facilitator but has no power to decide. The mediator will not give legal or mental health advice.

3. 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.

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 according to a court order, the mediator may disclose the following:
 - 1) Whether the parties met with the mediator.
 - 2) Whether agreements were or were not reached.
 - 3) Whether future sessions are scheduled.

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. Service Fees: The mediator shall be compensated at the rate of \$275 per hour, including time spent in telephone conferences, preparation for and time in mediation sessions, and the drafting of summaries and letters. A \$1,100.00 deposit is required five business days in advance of the mediation session to reserve four (4) hours in the mediator's calendar. These funds will be applied to the fees for the mediation session and any additional work before or after. If the time spent on the case exceeds four hours, this will be collected at the close of the session. The parties understand that the mediator's fees are based strictly on time spent on the case and that there is

no correlation between fees and/or success/failure to reach an agreement. ***Any remaining balance on the account will be sent on the first month of the following month and is due upon receipt.*** Any time the parties decline to pay the mediator's fees, the mediator shall no longer be responsible for rendering services to the parties.

Fees will be paid five business days in advance of the mediation session. The fees will be divided between the parties in the following manner:

Party: _____ Percentage: _____

Party: _____ Percentage: _____

7. Mediation Appointments: Unless negotiated otherwise, a mediation session is scheduled for 2 hours. Court-ordered mediation appointments may require a pre-payment of \$750.00. The session will be scheduled as soon as the prepayment has been received.

8. Cancellation/No Show Policy:

- 1) Appointments canceled with less than 1 FULL BUSINESS DAY'S NOTICE will be charged \$550.00 (the full 2-hour appointment time).
- 2) Appointments canceled with between 1 and 2 FULL BUSINESS DAYS NOTICE will be charged \$550.00 (one-half of the 2-hour appointment time).
- 3) There is no charge for appointments canceled with more than 2 full business days' notice.

Notice Pursuant to Rule 114.13A, subd. 7 of the General Rules of Practice for the District Courts:

- a. The mediator must follow the Code of Ethics for Court-Annexed ADR Neutrals and is subject to the jurisdiction of the ADR Ethics Board.
- b. The mediator has no duty to protect the interests of the parties or provide them with information about their legal rights.
- c. No agreement reached in this process is binding unless it is put in writing, states that it is binding, and is signed by the parties (and their legal counsel, if they are represented) or put on the record and acknowledged under oath by the parties.
- d. Signing a settlement agreement may adversely affect the parties' legal rights.
- e. The parties should consult an attorney before signing a settlement agreement if they are uncertain of their rights. f. In a family court matter, the agreement is subject to the approval of the court.

* * Signature Page Follows * *

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND
UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS**

Signature

Signature

Print Name

Print Name

Date

Date

Mediator Signature
Erin Guyette, PhD, LMFT

Date