

AGREEMENT TO MEDIATE

We the undersigned parties agree to voluntarily enter into the mediation process with **Ann M. Frank** as the Mediator, and understand and consent to the following terms and conditions:

1. The parties are involved in a dispute which they voluntarily wish to submit to mediation. Mediation is a voluntary, structured problem-solving process in which one or more neutral and impartial third persons assist the parties to a dispute in negotiating a voluntary agreement resolving the dispute. The Mediator facilitates the negotiations, but do not impose an agreement on the parties.
2. Mediation does result in the resolution of many disputes. However, because mediation itself and any agreement resolving the dispute will be the voluntary acts of the parties, the mediator cannot and does not guarantee that this dispute will be resolved.
3. The parties agree to mediate in good faith. The fact that the parties cannot reach an agreement is not of itself evidence of bad faith. The parties agree to cooperate with the mediation process and to actively participate in the effort to find fair and workable options.
4. The parties understand that the Mediator has no authority to decide any case and is not acting as a representative, advocate or legal advisor for any party, and is not able to provide legal advice to any party involved in the mediation. Each party is encouraged to obtain legal advice from his or her own attorney on any legal issues that may arise, and understands that he or she may not rely upon the Mediator for such advice. All parties are also encouraged to consult with appropriate advisors (such as attorneys, accountants, engineers, appraisers, etc.) before, during or after the mediation session, and before finalizing an agreement if the advice such advisors may provide is deemed by a party to be useful or needed. If the parties are able to reach an agreed resolution, the Mediator usually prepares a written Memorandum of Understanding (**MOU**) which will be subject to review by the parties' respective legal counsel.
5. Because mediation is a voluntary process, each party understands that mediation can be terminated at any time by any party or by the Mediator.
6. The mediation process will include an opportunity for all parties to be heard, the identification of issues to be resolved, and the generation of options for resolution. The process will include joint sessions involving all parties and the Mediator; and may also involve separate sessions between the Mediator and one party at a time. If there is a separate session with one party, this Mediator's practice is to also have a separate session with the other party. These separate sessions or "caucuses" shall be confidential between the Mediator and the individual mediating party unless they agree otherwise. If the parties do reach a resolution and if the parties so desire, the Mediator will assist in the development of a written Mediated Memorandum of Understanding.
7. It is understood between the parties and the Mediator that the mediation will be strictly confidential. The mediation is considered by the parties and the Mediator as settlement negotiations. Accordingly,

mediation discussions, written and oral communications, any draft proposals or draft MOU's, and any unsigned mediation agreements shall not be admissible in any court or administrative proceeding. Consistent with R.I.G.L. § 9-19-44, the parties further agree not to call the Mediator to testify concerning the mediation or to provide any materials from the mediation in any court or administrative proceeding between the parties. In the event that a party does attempt to issue a subpoena in violation of this agreement, then that party agrees to be responsible for any legal costs incurred by the Mediator in seeking to quash the subpoena. The parties further understand that the Mediator may have a legal or ethical obligation to break confidentiality to report credible information relating to unreported child or elder abuse or if the Mediator suspects that another person may be in danger of physical harm.

8. The parties and the Mediator agree that the pro-rated fee for the Mediator shall be \$200.00 per hour for time spent with the parties during mediation sessions (limited to 2 hours); and shall be a pro-rated fee of **\$100.00 per hour** for any additional time required to prepare draft or final agreements, or a Memorandum of Understanding, or the Mediator's communication with consultants agreed to by both parties. The parties shall be jointly and severally liable for the Mediator's fees and expenses. As between the parties only, responsibility for the mediation fees and expenses shall be allocated as follows:

_____ % _____ %

9. The parties agree that the MOU shall not be made part of any court entered document or exhibit; and it shall not be used as a property settlement assessment.

PRINT NAME

SIGN NAME

DATE

Parties:

_____	_____	_____
_____	_____	_____

Counsel: (if any participate in the mediation)

_____	_____	_____
_____	_____	_____

Mediator(s):

_____	_____	_____
_____	_____	_____