



## **MEDIATION AGREEMENT AND GUIDELINES**

Mediation is a non-adversarial process, which is most effective if the parties involved work within certain guidelines.

- A. Accept responsibility for yourself. Consider in advance and be able to state what you want and need. Accusations only hinder the process and are not relevant to the issues discussed in Mediation. Include your intent, reasons and feelings. This helps facilitate the process.
- B. Mediation differs from litigation in that the parties, with the assistance of the Mediator, reach their own agreement. Mediation allows the parties to make decisions for themselves. The Mediator will not make decisions for the parties.
- C. The Mediator cannot act as an attorney for either party. At the conclusion of the Mediation, the Mediator may prepare an outline of the agreements reached by the parties. Unless otherwise agreed, the Mediator will not prepare final documents for submission to the Court. The Mediator will not provide tax advice.
- D. Your Mediation will likely begin using the “caucus” format, where the Mediator speaks with each party in separate rooms. All information will be shared at the discretion of the Mediator unless requested otherwise. If both parties agree, the Mediator may negotiate in a joint session with the parties together in the same room. During a joint session, either party or the Mediator may call for a caucus.
- E. By signing this Agreement, each of you is affirming that you will fully disclose all pertinent issues relating to the child(ren) (if any) and all income, assets and liabilities.
- F. The Mediator has disclosed any conflicts he/she may have, and the parties have waived any conflicts disclosed.

- G. The mediation process is to be treated as confidential. Arizona law regarding confidentiality (but not attorney-client privilege) applies to your mediation process and session(s). Information gathered in the mediation process is confidential and privileged (but is not subject to attorney-client privilege), with the exception of any applicable reporting laws. The mediation process shall be considered settlement negotiations under applicable Rules of Evidence. The Mediator will not willingly testify for, or against, either party involved should either party end the mediation process and litigate in court. By signing this Agreement, both parties agree not to subpoena the Mediator or any agents of Arizona Mediation Institute, L.L.C., to testify concerning the mediation process or session(s) in any subsequent court actions. No evidence of anything said during the mediation session(s), or of anything prepared for the purpose of the mediation process, shall be admissible in court or subject to discovery unless all parties agree to the disclosure or the disclosure is required by law. The parties should be aware, however, that any evidence that exists independently of the mediation process, even if the evidence is used in connection with mediation session(s), is subject to service of process or subpoena. The rules of confidentiality apply to all communications between the participants before, during, and after the mediation session(s), except that the Mediator has a legal duty to report certain situations, such as child abuse and neglect or danger to a party or a third party.
- H. Arizona Mediation Institute, L.L.C. is a training institution. From time to time, student Mediators will sit in on the mediation session(s) as observers. Students have the same confidentiality mandate as do our Mediators. If you object to a student Mediator observing your mediation session(s), please so advise your Mediator.
- I. Mediation sessions must be canceled seventy-two (72) hours in advance. If this is not done, the parties will be charged the full cost of the canceled session. Neither Arizona Mediation Institute, L.L.C. nor any Mediator employed by Arizona Mediation Institute, L.L.C. shall be liable to any party for any act or omission in connection with the mediation of this matter.
- J. **Mediation session(s) are to be paid for at the conclusion of each mediation session. The Mediator will collect one-half of the total amount due from each party, unless a different division of fees has been agreed upon. In the event either party fails to pay the Mediator at the conclusion of the mediation session(s), you authorize the Mediator to seek intervention from the Court for payment.**
- K. Mediation files are kept on site only as long as the parties are involved in mediation. After that time, the file is destroyed.

- L. I have read and understand this Mediation Agreement and Guidelines. I understand Arizona Mediation Institute, L.L.C., does not provide legal, financial or tax advice. I further understand by signing this Agreement, I am agreeing to mediate in good faith, with complete honesty and full disclosure.

(PARTY)\_\_\_\_\_ (DATE)\_\_\_\_\_

(PARTY)\_\_\_\_\_ (DATE)\_\_\_\_\_

RATES: Judith M. Wolf, Esq. \$675/hr  
Judge Bruce R. Cohen (ret.) \$675/hr  
Aris J. Gallios, Esq. \$500/hr  
Andi J. Paus, Esq. \$500/hr  
Steven M. Serrano, Esq. \$500/hr  
Michael J. Clonts, Esq. \$400/hr  
Paralegal \$185/hr  
Time is billed in tenths of an hour. Partial increments are rounded to the next full tenth of an hour.

ARIZONA MEDIATION INSTITUTE, L.L.C.

By\_\_\_\_\_