

AGREEMENT TO MEDIATE

This is an agreement to mediate between the parties. You voluntarily agree to contract to resolve issue(s) that have risen between you.

The mediator(s) shall be **JOLIE GELMAN WEINBERG, a Supreme Court of Florida Certified Family Law Mediator at The Weinberg Mediation Center, LLC**. That **JOLIE GELMAN WEINBERG** has read and, consistent with State Law, will abide by the Florida Standard of Professional Conduct for Mediators during the mediation.

1. **Cooperation:** You have come to mediation by either court order or as mutually agreed upon by both of you. You understand that mediation is a cooperative process that does not assess blame or fault, but serves as an avenue for mutual resolution of your conflicts. If you have a court order to mediate the issues of custody and access, any other issues are to be discussed only if mutually agreed by both parties.
2. **Non-Confidential:** Generally, all information shared in mediation sessions is strictly confidential. However, a mediator may communicate information, if in her own judgment, she believes it necessary to help (a) prevent physical and/or sexual child abuse or elder abuse; (b) prevent serious bodily harm or death; (c) prevent environmental or safety hazards that threaten the health, safety or economic well being of an individual or the public; (d) prevent criminal actions that would result in serious financial harm; and (e) if there are allegations of mediator misconduct, to defend the mediator.
3. **Confidential:** Confidentiality is further defined as all oral and written communications, regarding this matter by or between the Parties, including communications at meetings (whether by telephone, video conferencing or in person) with all of the parties present, or individually by, to or with the mediator shall be considered Mediation Communications and as such pursuant to Florida Rules, Standards of Professional Conduct, Rule 10.360, amongst other Rules, are confidential and shall not be disclosed to third parties except as required by law. The parties understand and agree that the mediation shall be treated as compromise negotiations under the Florida and Federal Rules of Evidence and the Florida Rules for Certified and Court-Appointed Mediators.
4. **Files/Standard of Conduct:** The mediator shall, upon termination of the mediation process, destroy all of the file and notes. The parties may request that any of the client's documents be returned to the specific party (ie. tax returns, W-2s, etc.). The mediator hereby certifies that he/she has read and consistent with state law, will abide by the Florida Standards of Professional Conduct for mediators throughout the process. A copy of the Standards of Conduct can be obtained at <https://supremecourt.flcourts.gov>.
5. **Court Issues:** Mediation is considered a process for reaching a settlement on certain disagreements. Legally that means that certain information you disclose could come within the purview of the rules of evidence. Under this contract you agree not to call the mediator as a witness if any disputes discussed in mediation ever go to litigation. You also agree not to require the production (by subpoena or other means) in a court of any records, documents, or recordings made by the mediator. If either party subpoenas the mediator to deposition, Court or another proceeding, the party sending the request pays the mediator's hourly fee of \$500.00 and a retainer of \$3,500.00 prior to any attendance at such occurrence.

6. **Outside of the Process:** You agree that all information pertaining to mediation will be disclosed in mediation sessions only and that you will not telephone the mediator for purposes other than changing appointment times, which shall be done through a group email or on-line.
7. **Mediation Fees:** The hourly fee for on-line mediation services is \$175 per person per hour unless ordered differently or mutually agreed to by the parties. In person mediation fees are \$200 per person per hour. **A minimum of two (2) hours will be charged to the parties regardless of the time spent or if the mediation is cancelled, but not re-scheduled.** Payment is due at least one week before the date of the initial mediation. All cancellations must be made at least 3 business days in advance of the mediation. Cancellations that take place after that will require a payment equal to two (2) hours of mediation. Additionally, a retainer may be required and drawn against for time devoted to preparing an agreement, memorandum of understanding, or other related matters. If additional work (such as edits) is to be completed outside of the mediation session, the parties shall pay such additional charges and a bill will be generated to be paid equally by both parties. The mediator cannot speak directly to either party outside of the mediation sessions. Any and all communication must be addressed at the scheduled mediation sessions.
8. **Attorneys:** If you have counsel, it is highly recommended that counsel review any agreements you have reached **BEFORE** you sign any documents memorializing the same. *The mediator does NOT represent either party.* If either or both parties do not have counsel, then they are advised to seek counsel **PRIOR** to signing any agreement. The mediator does not hold themselves out to be an accountant, real estate expert, financial planner or other such specialized expert. You may need to consult with outside experts prior to reaching a signed agreement. The mediator is acting in a professional capacity as a mediator and not as an attorney.
9. **Good Faith:** The parties understand that the mediation process only works well if both parties act in good faith, listen to each other and respect each other's views even if they don't necessarily agree with the other's views. The parties understand that full and accurate financial disclosure is necessary in order to reach a durable agreement. The parties agree to share and be open about information to develop trust between the parties. There may be homework between sessions in addition to obtaining accurate information to reach a settlement such as appraisals, accountant's input, valuations, and gathering recent asset statements.

Dated:

JOLIE GELMAN WEINBERG, Mediator