

Agreement to Mediate with CHATT

Parties' Responsibilities:

I commit/promise to negotiate in good faith and to the best of my ability: I will be honest, open and fair throughout the mediation process. My judgment and ability to participate in mediation today are not impaired by physical or mental health issues, or with the influence of drug or alcohol usage. I will make a sincere effort to present my view and to understand the views of other parties. I will reveal all relevant information and documentation necessary to reach a fair agreement. In child support related cases, this disclosure will include assets, income, liabilities and expenses. With prior notice and consent of all parties, attorneys and other resource people may be present during mediation sessions at CHATT. I have advised and disclosed to the CHATT mediators, of all cases or charges pending in any court with any other party in this mediation. In the event of a concern with the mediation process or the mediators' conduct, I will attempt to resolve my concern through discussion or mediation before taking court or administrative action.

Mediators' Responsibilities and Styles:

I am aware that the role of mediator is to facilitate communication between the parties, to help the parties understand their situation better and to help the parties arrive at their own mutually satisfactory agreement. Mediators may share information and ask questions based upon their background, training and experience. With my permission the mediators may suggest a range of options for my consideration. Mediators will remain impartial, will not make recommendations for resolution, will not make decisions for the parties and will not give their personal opinions or professional evaluations regarding what the parties discuss during the mediation.

Legal Implications:

I understand that mediators may provide legal information, however, the process of mediation does not allow for the mediators to give either legal advice or representation. Each party is encouraged to consult with independent legal counsel before or during the mediation process. Each party should have a mediated agreement reviewed by an attorney before signing the agreement or should waive the opportunity to do so. Any agreement signed from a court-referred case will affect my legal rights. Any agreement signed from other referral sources may affect my legal rights. A signed mediation agreement is enforceable in the same manner as any other written contract.

Confidentiality:

I acknowledge that any communication shared by a party in connection with the dispute, the mediator(s) and CHATT / Cynthia N. Yellen PLLC, during case management and the actual mediation is confidential in all settings including court. Communications cannot be released by the CHATT/Cynthia N. Yellen PLLC, the mediator(s) or the parties without the agreement of all parties involved with the mediation process at CHATT/Cynthia N. Yellen PLLC. I will not summons the mediators into court or an administrative procedure to testify on matters revealed during the mediation or contained in case files. Exceptions to confidentiality include information that is discoverable by other legal means, suspected child or elder abuse or neglect, threats to inflict bodily harm to oneself or another person, or other circumstances specified in Section 8.01-576.10 and Section 8.01-581.22 of the Code of Virginia. The mediators may reveal such information as necessary to respond to any complaints registered against their performance as mediators. When appropriate, the mediator will report to the referring court only whether the parties participated in an orientation and mediation session, and the status of the agreement.

Mediation Process:

- Mediators provide an orientation to the process, explore the benefits of engaging in mediation and set procedural guidelines.
- The parties are encouraged to state their goals for engaging in mediation, to give some background about the concern that brought them to CHATT for mediation, and to listen to the other party as they express their concerns.
- Mediators clarify information that the parties have shared and help identify the issues to be resolved.
- Parties explore options/solutions for resolving their differences.
- Mediators and parties may meet separately. Mediators do not share information discussed during separate meetings without permission.
- The mediators normally draft a written agreement for the parties to review and consider signing as a commitment to the resolution of the conflict.

Termination:

Please understand that participation in mediation is voluntary, and that any time before the mediation process is completed, another alternative such as counseling, arbitration or court, may be chosen. Also, mediators may stop the process of mediation if any party fails to participate in good faith, or is mentally or physically unable to continue. This may include failure to disclose information or produce supporting data, or when undue pressure or unfair advantage is placed upon a participant, or if impairment prevents the continuation of the process.

Commitment:

I agree to participate in a mediation process conducted by trained mediators associated with Cynthia N. Yellen PLLC /CHATT. As a party in this mediation, I will pay to CHATT / Cynthia N. Yellen PLLC the sum of \$_____ per hour for the mediation services I receive. At this time, I will prepay for the first two hours of mediation. If this session lasts less than two hours, I will receive a refund for any over payment. If this session lasts more than two hours, I will pay the remaining balance at the conclusion of the session. Mediation sessions usually last one to two hours, however, some cases may continue longer and several meetings may be necessary to resolve the issues brought to mediation.

Signature _____ DATE _____

Signature _____ DATE _____