

## **Agreement to Mediate**

This is an agreement between < > and < > (hereafter referred to as the Parties) and **JD Longwell**, Mediator(s). The parties have entered into mediation with the Mediator(s) with the intention of reaching an agreement on their issue regarding < >

### **The provisions of this agreement are as follows:**

1. The mediator(s) is an impartial facilitator, who assists the parties in reaching their own agreement. The mediator does not provide therapy or legal advice or make decisions about who is right or wrong. Each party has the right to retain an attorney in order to be advised of his/her legal interests, rights and obligations.
2. Mediation works best, when both parties disclose openly and honestly all relevant and pertinent information. This includes providing information and documentation usually available through the discovery process in a legal proceeding. The parties agree all communications made during the mediation sessions will be confidential. The mediator(s) agrees to not voluntarily disclose any mediation communication. The following are exceptions to confidentiality: a) written consent of all parties and the mediator(s), b) a mediation communication which reveals the intent to commit a felony, inflict bodily harm or threaten the safety of a child under the age of eighteen years, and c) communication required by statute to be made public.
3. The parties waive the right to call the mediator(s) or anyone associated with Point of Connection, LLC as witnesses, for legal or administrative proceedings, concerning this dispute.
4. The parties waive the right to subpoena or demand the production of any records, notes, work products or the like of the mediator(s) or anyone associated with Point of Connection, LLC in any legal or administrative proceeding, concerning the dispute.
5. Any party initiating action to subpoena the mediator(s) or anyone associated with the Mediator(s), will reimburse the Mediator(s) for all associated mediator time at the mediator's hourly rate, expenses, and attorney's fees to quash the subpoena.
6. While both parties may intend to continue with mediation until a memorandum of understanding is reached, either party may withdraw from mediation at any time. If a party decides to withdraw from the mediation, the party agrees to discuss this decision in front of the other party and mediator(s).
7. If the mediator(s) determines that it is not possible to resolve the issues through mediation, the process may be terminated once this has been conveyed to both parties.
8. If an agreement is reached, the parties may request the mediator(s) to prepare a Memorandum of Understanding (MOU). Prior to signing the MOU, each party may seek legal advice by an attorney.

The cost of mediation is \$160/hour and is generally split 50:50 between the parties. There is a 2-hour minimum charge for domestic cases. Remote mediations (via Zoom or a similar audio/video platform) are payable 24-hours in advance via PayPal unless prior arrangements have been agreed to by the parties and the mediator. If the mediation session lasts over two hours, then parties will be billed for the additional time. All payments must be received prior to the MOU filing with the court in the county where the case is domiciled.

For in-person cases outside of Chaffee County, mileage is charged at the IRS-approved rate of 56¢/mile.

I have read, understand and agree to all the provisions in this agreement.

\_\_\_\_\_  
Signature of Party                      Date

\_\_\_\_\_  
Signature of Party                      Date

\_\_\_\_\_  
Signature of Mediator                  Date

\_\_\_\_\_  
Signature of Attorney                  Date