

**MEDIATION PROCESS SUMMARY  
and  
FEE AGREEMENT**

\_\_\_\_\_ and \_\_\_\_\_

residing at

\_\_\_\_\_

Dated: \_\_\_\_\_

**Purpose of Mediation**

Divorce Mediation is designed to enable you to discuss and reach agreement on the best arrangements for the individuals and the family in a situation where the Husband and Wife are living apart or are planning to do so.

Your agreements will be included in either a Memorandum of Understanding or a Separation or Settlement Agreement prepared by the mediator. Most couples in mediation intend to divorce eventually and the agreement can be used as the foundation for the Commencement of an Action for Divorce.

**Role of Mediator**

The mediator's role is to facilitate your communication and understanding. To help you hear each other's needs. The mediator will assist you in your discussion by informing you of issues that would be helpful to consider and will assist you in brainstorming options to move forward. All decisions made belong to you.

One of your mediators may be an attorney but in the mediation process is simply acting as a nonpartisan, non-biased mediator and is not representing either party against the other or advocating for either of you. If you both request it, she will assist you by preparing your Settlement/Separation Agreement should you both wish one. One of your mediators may be a therapist but in the mediation process is simply acting as a non-partisan, non-biased mediator and is not conducting therapy.

**Role of Other Attorneys and Advisors**

It is strongly suggested that you each consult with separate matrimonial lawyers before any Agreement is signed. At your request, the mediator can provide you a list of attorneys. Other advisors, such as accountants, financial consultants, real estate business/professionals, pension or other appraisers, may be necessary during mediation and the mediator will recommend your retaining such when appropriate. The actual selection of advisors and payment of their services, which may be substantial, will be made by you directly to them.

## **Fairness**

Although you may have conflicting needs and you would be adversaries if the issues were presented to a court, mediation is not a contest. The goal in divorce mediation is to resolve the issues and concerns that you have brought to the table so that you can each move forward in the best way possible.

## **Disclosure**

In order for you to make fair decisions, honesty and full disclosure of the family's financial situation is necessary. You will be asked to complete financial disclosure statements and to provide copies of your tax returns for the prior three years and any other requested financial documents. If either of you is the owner or part owner or partner in a business or professional practice, you agree to make the books and records, balance sheets, profit and loss statements and tax returns of said organization(s) for the past three years available to your spouse and his or her forensic appraiser, if applicable.

It is also suggested that no transfer or disposition of any property, cash or securities be made by either of you without full disclosure to the other and no unusual liabilities be incurred without full disclosure and agreement of the other.

## **Communication Guidelines**

The most productive atmosphere for mediation is created when each person shows respect for the opinions and attitudes of the other even if there is disagreement with them. Each of you must strive to speak for yourself and to refrain from telling the other what he or she needs, wants or thinks. You must also try to listen to the other, and to present your statements in the most effective way to have them heard and understood by the other. Naturally, name calling, insults or disparaging the other's opinions or requests do not encourage another to listen to you, and I (we) will try to help you avoid that.

## **Confidentiality**

We all agree that the best way to reach a settlement is to explore all of the options that are available to us. In order to do this, each of you must be free to develop settlement options without fear that any such options might be used against the interest of either of you in any future proceeding.

Therefore, you agree that all communications between us are privileged and shall be protected from disclosure to third parties. This means that neither of you can use any information gathered during the mediation against the other in any future proceeding. In addition, this privilege shall not be waived without the express written consent of all of us.

Further, you agree that neither of you nor anyone representing either of you can subpoena the records of the mediator or seek to take testimony from him or her in connection with any civil action or proceeding, or act in any other way to divulge the mediator's records or any communications between the mediator and a third party.

Finally, when an agreement is reached and signed by each of you, or when your file is closed if an agreement is not reached, all of the notes and records made during the course of the mediation will be destroyed and any original documents will be returned to you.

If compulsory disclosure of mediation communications is made of the mediator, whether through discovery, compulsory process, or a court order, then the party seeking such disclosure shall pay all of the mediator's legal fees and costs in opposing the proposed use of mediation communications and/or his attendance in court. That party shall pay the mediator for his time in making court appearances, at the mediator's regular hourly rate, plus costs.

**Fees**

The fee for mediation is charged on a sliding scale attached hereto and incorporated herein by reference. The hourly fee is payable to the mediator at the end of each session. If you work with co-mediators, one-half the hourly fee is payable to each mediator at the end of each session by separate check.

If at the conclusion of mediation, you would like Jill Sanders-DeMott to prepare the Settlement/ Separation Agreement as scrivener of your agreement, the fee for preparation of the agreement will be \$2,000.00 to be paid prior to the draft of the agreement and in accordance with a separate agreement. All fees are payable upon presentation.

A cancellation fee of one hour will be charged should you cancel your appointment within 24 hours of the scheduled appointment.

**Mediation Not Binding/Termination**

None of the agreements made in mediation are binding until a formal agreement is signed by both of you with proper legal formalities. Even if you agree to something in one meeting, all agreements are regarded as tentative until all decisions have been made in a way satisfactory to both of you. If you change your mind about an agreement made in one meeting after you leave and reconsider your decision, that is acceptable and is not regarded as a broken "promise". Careful thought is needed before any agreement is made.

Either of you or the mediator(s) may choose to terminate the mediation at any time.

**Statement of Mediator**

The Mediation Process Summary was reviewed with

\_\_\_\_\_ and \_\_\_\_\_

on \_\_\_\_\_.

\_\_\_\_\_  
Jill Sanders-DeMott/Mediator

\_\_\_\_\_  
Alan Frankel/Mediator

**Mediation Agreement**

I agree to participate in mediation on the basis of this Mediation Process Summary/Fee Agreement which I have read and understand and discussed with the mediator(s) and my spouse. I specifically understand that I am agreeing not to call the mediator(s) as a witness to testify about the mediation in any court or tribunal or proceeding. I also understand that other than a fully executed copy of any final Agreement we may sign, the mediator intends not to keep any notes that may have been taken during our mediation. All documents will be returned to us at the end of the mediation.

\_\_\_\_\_  
Participant's Name and Date

\_\_\_\_\_  
Participant's Name and Date

**Sliding Scale**

Income over:	Billed per hour:
\$150,000 or above	\$450.00
\$125,000 – \$149,999 combined income per year	\$425.00
\$100,000. - \$124,999 combined income per year	\$400.00
\$75,000. - \$99,999. combined income per year	\$375.00
\$50,000. - \$74,999. combined income per year	\$325.00
Less than \$50,000. combined income per year	\$300.00