

Agreement to Mediate

1. Mediation is a process in which a neutral facilitates communication between parties and without deciding the issues or imposing a solution, enables parties to understand and reach a mutually agreeable resolution to their dispute.
2. Role of the Mediator: The mediator(s) act as a facilitator, not advocate, judge, jury, counselor, or therapist. The mediator assists the parties in identifying issues, reducing obstacles to communication, maximizing the exploration of alternatives, and reaching voluntary agreements.
3. Mediator’s Style/Approach: The mediator(s) use a more *facilitative* approach, guiding the parties’ conversation and discussion of issues that are important to them, without providing an opinion or judgment regarding the merit of the claims or the likely judicial outcome. The mediator will not tell the parties what to do or recommend a particular outcome. If the parties so request, the mediator may use a more *evaluative* style and furnish information about issues for which they have the necessary training and experience. Such information must be complete, and must not be viewed as coercive, directive, or biased in favor or one of the parties.
4. Mediation Process: The process will include at a minimum, an opportunity for all parties to be heard, the identification of issues to be resolved, the generation of alternatives for resolution, and if the parties so desire, the development of a Memorandum of Understanding or Agreement. The mediator(s) may determine that a private meeting with one of the parties alone could be helpful to the process. Should this occur, no information obtained by the mediator in the private session will be revealed to the other party without the express permission of the party in the private session.
5. Confidentiality: Any communication made in or in connection with the mediation (including screening, intake, and scheduling) which relates to the controversy and is not discoverable by other legal means is confidential and may not be used in any subsequent judicial or administrative procedure except as allowed by statute (Section 8.01-576.10). Examples of exceptions to confidentiality include but are not limited to: a mediated agreement signed by the parties (unless the parties agree otherwise in writing); allegations of child abuse and threats of bodily harm may be reported; communications used to plan, attempt, or commit a crime or conceal an ongoing crime. It is expected that to honor the integrity of the process, parties will disclose information from the session only to people whom they are consulting for counseling or legal advice (i.e. attorneys and counselors).
6. Each party agrees to provide substantial full disclosure of all relevant property and financial information.
7. The mediator(s) do not provide legal advice. Parties are encouraged to seek the advice of independent counsel at any time. Any mediated agreement may affect the legal rights of the parties. Each party to the mediation should have any draft agreement reviewed by independent counsel prior to signing the agreement or should waive his or her opportunity to do so.
8. Since mediation is a voluntary process, each party understands that at any time before a mediation is completed he or she may choose another alternative, such as the court system. The mediators may terminate the process if deemed inappropriate or not productive.
9. Mediators associated with the center will direct the mediation for which the Center will be compensated at the rate of ___ per hour. Payment for each session will be made at the conclusion of each session unless prior arrangements have been made.

Your signature below acknowledges that you understand the mediation procedures described above.

Party Date

Attorney Date

Mediator Date

Mediator Date