

DISTRICT COURT MEDIATION PROGRAM

Agreement to Mediate

The mediation process: Mediation affords parties the opportunity to come together and negotiate in good faith to resolve their differences. Solutions reached are reached voluntarily and in a manner that is satisfactory to both parties. With a few exceptions, the parties determine the issues to be mediated. While the parties are expected to work toward a settlement, they're not compelled to settle. They have the right to have a judge decide their case. To ensure fairness, the parties agree to full disclosure and an equal understanding of relevant financial and factual information. The parties also agree that their lawyers may review all documents provided in mediation.

Emotions play part in the bargaining and decision-making process. Mediation is not marriage counseling and is not an alternative to therapy or counseling.

Role of Mediator: The mediator, _____, is an impartial person who facilitates a resolution of the issues. S/he is not a judge and will not decide the case. The mediator shall not speak with either party alone or with any third party to discuss the mediation without prior consent of both sides. The mediator has a duty to ensure the parties have considered the best interests of any affected child. If the mediator believes that any proposed agreement does not protect the best interests of the child, it's the mediator's duty to inform the parties and explain the basis for that belief. Because full and fair disclosure of financial and factual information is critical in mediation, it's the mediator's duty to assure that the parties provide the information and recommend expert consultation when it appears necessary for understanding of that information or for balanced negotiations. The mediator may suspend or terminate mediation if s/he determines the process unproductive or may cause harm to one or both parties. The mediator may not render independent legal advice nor represent either or both parties as a lawyer during the mediation and for a period of three years after the mediation.

Fees: Fees for mediation services will be charged at the rate of \$____.00 per hour plus a \$____.00 administrative fee. Fees are not dependent on the outcome of the process and are due regardless of whether an agreement is reached. Either party or the mediator may terminate mediation at any time, and the parties shall be financially responsible for the time accrued to that point. Each party agrees to pay one-half the total fee or other such amount as qualified. The parties shall pay the fee before each session and shall come prepared to do so.*

Confidentiality: Iowa Code Chapter 679C governs mediator confidentiality. Statements made in mediation are made for purposes of compromise and are not admissible in court. Except to the extent required by law or the Court, all information given to the mediator is confidential and the mediator shall not be compelled to testify. While the mediator cannot bind third parties not to subpoena the mediator to testify, if the mediator receives a subpoena or is otherwise notified to testify, the mediator shall inform the participants immediately so as to afford them an opportunity to quash the process. By signing this agreement, the parties agree they shall not require the mediator to disclose to any third party any statements made in the course of mediation, unless such disclosure is required by law, without the prior consent of the parties. *The parties may consent to disclosure* when a mediation communication or document is relevant to determining the existence of an agreement that resulted from the mediation or is relevant to the enforcement of such agreement. Both parties (and their lawyers, if present at mediation) must initial here to signal their consent: _____ / _____ .

Communication with Counsel for the Parties: There is no limitation on the parties' right to seek legal advice. The parties are urged to retain independent legal counsel and have their lawyers present at the mediation. If legal counsel is not present, and the parties wish to have the mediator speak to their lawyers, they should advise the mediator. The lawyers should review any agreement reached in mediation.

WARNING: Without review and advice by your own independent legal counsel, you may be giving up legal rights to which you are entitled, or running certain risks of which you are not aware, with respect to the following types of issues: 1. Real and personal property division; 2. Income tax consequences, resulting from an agreement regarding division of property, alimony, or child support; 3. Accurate documenting and recording of conveyances and proper title to real estate or personal property; 4. Alimony; 5. Child custody, visitation and support; 6. Court costs and attorney fees; 7. Subsequent modifications and substantial changes in circumstances; 8. Court disapproval of any submitted agreement which is contrary to the parties', or an affected child's, legal rights. The above is NOT a complete list of legal rights and is not meant to be. There may be other considerations unique to the circumstances of your individual case. YOU SHOULD CONSULT A LAWYER FOR ADVICE. Acknowledgement of Receipt of this Warning:

Petitioner/Petitioner's attorney

Respondent/Respondent's attorney

Mediator

Date

Note: Please budget three (3) hours for this session and bring \$____.00 each to cover the costs. Thank you.