

AGREEMENT TO PARTICIPATE AND MEDIATE

This AGREEMENT TO MEDIATE is made by and between RESOLVING CONFLICT INSTITUTE, LLC (the "mediator(s)") and the parties whose names and signatures appear below (the "parties").

1. Mediator(s) associated with Resolving Conflict Institute, LLC will facilitate the mediation for which the company will be compensated at the rate of \$175.00 per hour for the mediation sessions. Orientation to the mediation process is not charged to the parties. Payment for each mediation session will be made at the end of each session. Any requests for the mediator to serve as a scribe and write a document to memorialize the agreements made by the parties will be an additional cost and shall be discussed at the conclusion of the mediation sessions. Costs for such a document will be estimated and paid prior to any preparation.
2. The parties were advised and understand that mediators associated with this company do not offer evaluative mediations only facilitative. Mediators associated with this company will help the parties communicate, brainstorm and help facilitate dialogue regarding the issues of concern for them. They will not suggest outcomes, or make judgments of any kind.
3. Parties were advised and agree that the mediator(s) will not and do not provide for either legal advice or representation. The parties have been told and understand that any mediated document/agreement signed as a result of this mediation process may affect their legal rights. Therefore, each party has the opportunity and is encouraged to retain and/or consult with independent legal counsel anytime during the mediation process and particularly, prior to signing any agreement. Each party to this mediation session has been advised orally and in writing that they should have any mediated draft agreement/document reviewed by independent legal counsel prior to signing such a document or agreement. The parties also understand that they have the right to have legal counsel present during the mediation sessions.
4. Any communication made in or in connection with the mediation, which relates to the controversy being mediated, including screening, intake, and scheduling the mediation, whether made to the mediator, mediation staff, to a party, or to any other person is confidential. Confidential materials and communications are not subject to disclosure in discovery or in any subsequent judicial or administrative procedures, except as allowed by Virginia statute (Section 8.01-581.22 or 8.01-576.10). All memoranda, work products or other materials contained in the case files of the mediator(s) or mediation program is confidential. However, any written mediated agreement/document signed by the parties is not confidential unless the parties to such an agreement so provide within the terms of the agreement/document. *Should any ethics complaint and/or any other type of complaint legal or otherwise arise or is made against the mediator(s) as a result of this mediation, confidentiality is waived with respect to that information that is necessary to present or defend against such complaint.
5. The parties understand and have been advised that if the mediator(s) suspect that unreported child abuse or neglect has occurred or if they become aware of threats of bodily injury being made towards self or others, or where communications are intentionally used to plan, attempt to commit, or commit a crime or conceal an ongoing crime the mediator(s) shall report any such instances to the appropriate authorities. The above-mentioned information will not be confidential and shall be reported. Other exceptions to confidentiality may apply as allowed by Virginia statute (Section 8.01-581.22 or 8.01-576.10).
6. The parties understand that the mediator(s) act as neutral facilitator and will offer to assist the parties in identifying relevant issues, facilitate communication, help maximize the exploration of alternatives, and help them reach a mutually agreeable solution. Furthermore, only if the parties desire, the mediator will assist them in drafting a document by serving as a scribe in developing some form of writing the parties desire which memorializes the agreements the parties have made.
7. The parties understand that at anytime before the mediation is completed they may choose another alternative for resolving their dispute. This is a voluntary process and can be terminated by any party for any reason. Each party acknowledges that they have notified the mediator(s) of any cases or charges pending in any court with the other party in this mediation.
8. The parties agree to participate in good faith by fully disclosing all necessary information to facilitate making an informed and realistic decision during the mediation process. The parties understand that failure to do so will result in termination of the mediation process.
9. The parties understand that the mediator(s) may terminate the mediation at anytime if it becomes evident that there is a failure to participate in good faith by either party. This may include any failure to disclose relevant information to the dispute and for resolving the dispute and if it appears undue pressure is being placed on either party.

10.

The parties understand and have discussed with the mediator(s) how payment will be made and who will be responsible for making timely payment of the fees discussed and agreed upon. Payment of the \$ 175.00 an hour fee will be apportioned and paid as follows: Option One (1) - The parties agree to be equally responsible (50%/50%) for the payment of the fees for services at the conclusion of each mediation session. Option Two (2) – The parties will divide the costs on a percentage basis as follows: One party: _____ will pay _____ % and the other party: _____ will pay _____ %. The parties are aware that payments are made in full at the conclusion of each mediation session for the time spent in mediation for that session. The parties understand they will be charged a fee for any checks returned for insufficient funds the fee shall be commensurate with any assessed bank fees incurred by the mediator, if applicable.

As evidenced by the signatures below, the parties have read, understand and agree to the terms of the agreement to participate and mediate they are signing.

_____	_____
Party	Date
_____	_____
Mediator	Date
_____	_____
Other	Date
_____	_____
Other	Date

_____	_____
Party	Date
_____	_____
Mediator	Date
_____	_____
Other	Date
_____	_____
Other	Date