



### **Agreement to Mediate**

We, \_\_\_\_\_, with an address at \_\_\_\_\_, a phone number of \_\_\_\_\_, and an email address of \_\_\_\_\_, and \_\_\_\_\_, with an address at \_\_\_\_\_, a phone number of \_\_\_\_\_, and an email address of \_\_\_\_\_, by our signatures below, hereby voluntarily agree to participate in mediation under the terms of this agreement. The mediator, Allison Navar, has explained the process and will provide services to us. We understand that this Agreement to Mediate is an agreement regarding the mediation itself and is not an agreement regarding the issues that have brought us to mediation. We also understand that each person present for the mediation must sign and comply with the terms of this agreement.

We, the above-named parties and each person present at mediation, understand and agree to the following provisions:

1. Good Faith: We will sincerely attempt to resolve the issues at hand by participating fully and genuinely in the search for fair and workable solutions.

2. Honesty: We will fully disclose all relevant information and documents concerning this matter to the other party and mediator. This includes all documentation that would be available through the discovery process in a normal legal proceeding. If either party fails to disclose fully, the agreement reached in mediation may not be enforceable.

3. Courtesy: We will be courteous throughout the mediation sessions, we will refrain from personal attacks and angry outbursts, and will respect the opinions, perceptions, and feelings of other parties in mediation.

4. Neutrality of Mediator: Mediation is a facilitated negotiation process in which the parties make free and informed choices as to any agreement they may reach. The mediator serves as an impartial third party whose purpose is to promote communication and help parties reach a mutually satisfying agreement. The mediator will not act as an advocate, attorney or a judge and will not offer legal advice. The mediator's role is that of a neutral facilitator.

5. Independent Advice: We are encouraged to consult with an attorney regarding our legal interests, rights and obligations. We are also advised that consultation with other professionals, including a tax advisor or financial planner, may be advantageous in protecting our interests. We also understand that a therapist or family counselor could be helpful in addressing emotional and psychological concerns that may be present with conflict.

6. Confidentiality: Mediation requires open and honest communication to succeed. To ensure parties feel free to do so, what is said in mediation is protected under statute. We agree to keep the process confidential during and after mediation, and that this includes but is not limited to the following:

a. The mediator will not voluntarily reveal anything discussed in mediation without the permission of both parties. However, the mediator is required to report certain matters, such as child abuse, abuse of an elderly or incapacitated person and threats of physical violence.

b. We will not, at any time, during or after the mediation, call the mediator as a witness in any legal or administrative proceeding concerning this dispute.

c. We will not subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute.

d. If, later, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expenses s/he incurs in such action.

e. By statute, no audio or video recording of the mediation is allowed.



f. We agree that confidentiality extends to social media posts and we will not post any details related to this mediation.

7. Memorandum of Understanding or Stipulated Agreement: A Memorandum of Understanding or a Stipulated Agreement may be created during or after the mediation. The Memorandum of Understanding is written by the mediator to reflect the mediator's understanding of the agreement reached by the end of mediation. It is not a legal document. A Stipulated Agreement may be drafted for an extra fee.

8. Caucus or Private Meeting: Either party may hold private sessions with the mediator at their or the mediator's request. The parties may specify what will remain confidential from these private sessions. If the mediator meets with one party in caucus the mediator will meet with the other party in caucus as well.

9. Withdraw from Mediation: Mediation is a voluntary process. Either party may terminate the mediation at any time. Parties are not required to reach an agreement in mediation. The mediator may also withdraw if the mediator determines that the issues cannot be resolved in mediation or that the mediator is unable to provide the services necessary to reach resolution. If either party or the mediator decides to withdraw, we will discuss the decision with the other involved parties prior to terminating the process.

10. Fees: Each of us will be charged an hourly mediation fee to be split equally or however else we may mutually agree. This fee is due and payable at the end of the mediation session. We understand that the fee applies to all time spent by the mediator in activities related to the completion of mediation, including meetings with the parties, telephone calls, preparation of documents.

11. Support person: Under Utah statute each party has the right to bring a representative of their choice with them to mediation.

12. Mediation Fee: Cost for mediation is \$111 per hour. All mediation sessions are conducted virtually via Zoom. A Zoom meeting link will be provided to all parties prior to the scheduled session.

13. Disclosures: The mediator has made the following disclosures to the parties in keeping with the ethical best practices defined in the Utah Uniform Mediation Act: no conflict of interests to report.

We have read the terms of the Agreement to Mediate thoroughly and agree to be bound by its terms.

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Party 1 Signature Date Party 1 Attorney Signature Date

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Party 2 Signature Date Party 2 Attorney Signature Date

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Guardian ad Litem Signature Date Other Signature Date

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