



ENGEL
LAW OFFICE

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AGREEMENT TO MEDIATE

This AGREEMENT TO MEDIATE is signed by the parties and Kalene Engel of Engel Law Office (hereafter, MEDIATOR), create and clarify the mediation relationship. The parties herein agree to abide by the provisions of this Agreement to Mediate.

1. MATTER BEING MEDIATED: The matter being mediated is _____

2. AGREEMENT TO BEGIN MEDIATION: All parties must sign this Agreement to Mediate prior to commencement of mediation with MEDIATOR.

3. MEDIATOR’S FEES: MEDIATOR will conduct the mediation and will be compensated at the rate of \$200.00 per hour for all services provided. Services provided by MEDIATOR include preparation for mediation, mediation, telephone conferences for parties, their attorneys or other persons essential to the mediation process and drafting of any settlement agreement or memorandum that summarizes the agreements of the parties. Payment for mediation sessions will be made at the conclusion of each mediation session. Any other services will be billed within 30 days of the date the work is performed and payment is due for these services at the next mediation session or within 30 days, which occurs first. Each party is equally responsible for the mediator’s fees and it is up to the parties to determine who (as between the two parties) will pay what part of the mediator’s fee. Should MEDIATOR be required to incur costs or fees in an attempt to collect the amounts due to MEDIATOR under this agreement, the parties agree that they will be responsible for court costs and reasonable attorneys' fees, including payment of MEDIATOR’s normal hourly rate (as set forth above) if it represents itself, incurred in attempting to collect the amounts due under this agreement.

4. SCHEDULING OF SESSIONS/CANCELLATIONS: If any party needs to change the scheduled mediation appointment, they must do so at least 24-hours in advance. The parties agree that they will pay MEDIATOR \$100 if an appointment is canceled or rescheduled without 24-hour advance notice. In-session mediation time will be billed commencing with the time that the session is scheduled to begin, unless the delay in starting time is attributable to MEDIATOR.

5. CONDUCT OF MEDIATION SESSIONS:

a. MEDIATOR’S ROLE: The mediation process may be conducted in the manner that the mediator believes will most expeditiously permit full discussion and resolution of the issues. The mediator will assist the parties in fully discussing and understanding each issue before agreements are made so that both parties arrive at solutions that to them are fair and equitable. The mediator’s role is that of a neutral and MEDIATOR will not provide legal advice or act as an advocate to either

party. MEDIATOR has no duty to assure that either party has an understanding of the problem and the consequences of his/her actions. The function of the mediator is to promote and facilitate voluntary resolution of the matter.

- b. **PARTIES' ROLES:** The parties agree to negotiate in good faith and agree to share all information necessary for full understanding of the issues and their agreements. The parties agree to promptly complete other tasks related to the mediation proceedings. Each party agrees to be respectful in speech and manner to all parties in this mediation.

6. **CONFIDENTIALITY:** The parties and MEDIATOR agree to the following confidentiality provisions:

- a. All discussions, representations and statements made during the mediation will be privileged as settlement negotiations. The parties agree that they will not attempt to discovery or use as evidence in any legal proceeding anything related to the mediation, including any communications or the thoughts, impressions or notes of the mediator(s). No document produced in mediation, which is not otherwise discoverable, will be admissible by any of the parties in any legal proceedings for any purpose, including impeachment.
- b. The parties will not subpoena MEDIATOR, any members of MEDIATOR's staff or any records or documents of MEDIATOR in any legal proceedings of any kind. Should any party attempt to compel such testimony or production, such party shall be liable for, and shall indemnify MEDIATOR against any liabilities, costs or expenses, including reasonable attorney's fees (including MEDIATOR's normal hourly rate, as set forth above, if MEDIATOR represents herself), which MEDIATOR may incur in resisting such compulsion.
- c. MEDIATOR will not discuss the mediation process or disclose any communications made during the process except: (1) as authorized by the parties; (2) as required by law or other applicable professional codes or (3) to the staff of MEDIATOR.
- d. Although MEDIATOR is not mandated by Minnesota law to report child abuse allegations, MEDIATOR may encourage self-report of any such allegation disclosed during the mediation process and in circumstances where MEDIATOR believes the safety of a child to be in question, MEDIATOR may report such information to the local Child Protection Agency.
- e. Neither party will initiate communication with MEDIATOR outside of the mediation session except as necessary for administration purposes such as scheduling mediation sessions, clarification regarding information to be gathered or similar tasks.

7. **MEMORANDUM OF AGREEMENT:** At the conclusion of the mediation sessions the mediator will draft a memorandum setting forth the decisions agreed upon by the parties in mediation and will provide a copy of this to each party. The memorandum will contain background information about the parties and will set forth the factual information relied upon by the parties in reaching settlement. The memorandum is not a legally binding document and the parties are advised to seek independent counsel to review the document before executing and signing a legally binding document.

8. **WITHDRAWING FROM MEDIATION:** Mediation is a voluntary process. MEDIATOR and/or any party may terminate the mediation process at any time. If a party intends to terminate the mediation process, that party shall provide notice in writing to MEDIATOR and MEDIATOR will advise all parties in writing that the mediation is terminated. If a party is considering withdrawing from mediation, the party is asked - but not required - to return to the mediation table for a short session sufficient to provide an opportunity to clear up misunderstandings, if any, and to assure that all participants are on notice that alternatives such as court process may be pursued. The mediator agrees not to charge any fee for this short session, unless both parties choose to go forward with mediation.
9. **RELEASE TO TALK TO THE PARTIES' ATTORNEYS:** By signing this Agreement to Mediate, the parties authorize the mediator to discuss issues related to the mediation with their attorneys, at the mediator's discretion.

Date: _____

Date: _____

Party to Mediation

Party to Mediation

Date: _____

Mediator