**AGREEMENT TO MEDIATE**

 This Agreement to Mediate is made in consideration of the parties wish to attempt in good faith to reach a resolution of all or part of the many issues that are typically involved in contested Divorce proceedings. As such the Parties agree as follows:

1. The Mediation Process:

The Parties understand and agree that the mediation process is a voluntary process where each party must agree and participate fully for the process to work. In that regard if financial matters are involved, both parties are obligated to complete and submit to each other and the Mediator complete and accurate financial information including income and expense statements, together with supporting documentation regarding your financial circumstances if such information is requested.

 The Parties understand and agree that they will meet together with the Mediator and the duration of the conferences could differ based on the circumstances. The Mediator may also choose to meet individually with either party. In addition as the process is entirely voluntary, either Party may withdraw from the process at any time.

At the end of the mediation process the mediator will help you reduce your Agreement to a written agreement and can provide you with approved forms for you to obtain a pro se divorce (one without attorneys involved). Each of you is free to take the written Agreement to an attorney or any other professional of your choice for advice on whether it is in your best interest to sign the Agreement if you have not already engaged such a professional in connection with the Mediation process.

1. Compensation:

There is a non-refundable flat fee of $1,200.00 due and payable for the Mediation process to commence. This fee includes all administrative tasks associated with the submission and exchange of information, scheduling meeting(s) and conference(s), conducting Mediation, as well as the preparation of a written agreement and a Parenting Plan if one is required. The Mediation session will consist of up to 3 hours of service. In the event additional time is necessary, it shall be at the rate of $150.00 per hour, per party. Payment in full for Mediation must be received at the beginning of the process, and charges for any additional time will be collected prior to the time additional services are provided. If at any time a party withdraws from the process, or refuses to participate further for any reason whatsoever, there will be no refund paid to either party.

1. Limitations:

The Parties understand and agree that Mediation is an entirely voluntary process whereby the Parties always preserve their right to self determination. As such, a Mediator never has authority beyond that conferred upon him or her by your consent.

The Parties understand and agree that a successful Mediation does not result in a divorce, that there are additional steps required, including the filing of a court case and other matters in connection therewith that can often, but not always be done without the assistance of an attorney or attorneys. No such services are or will be offered by the Mediator at any time.

THE PARTIES ALSO UNDERSTAND AND AGREE THAT A MEDIATOR WILL NOT EVER OFFER OR PROVIDE LEGAL ADVICE OR LEGAL REPRESENTATION TO EITHER PARTY IN THE MEDIATION PROCESS, AND THAT THE PARTIES ARE ALWAYS FREE TO SEEK AND UTILIZE THE SERVICES OF AN ATTORNEY AT ANY POINT IN THE PROCESS INCLUDING WHEN CONSIDERING ENTERING INTO THIS AGREEMENT TO MEDIATE

1. Further Assurances:

Should either party ever require further services from a Mediator including issuing a subpoena the Mediator to testify as a witness in a court action, that party will pay the Mediator the hourly rate of $350.00 per hour, per party, for all time expended by the Mediator including attendance at depositions, hearings and trials including wait time and travel time in connection therewith.

 **The undersigned Parties by placing their signatures below hereby agree to the foregoing.**

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Husband

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wife: