

\_\_\_\_\_ MEDIATION

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_ hereafter referred to as the Party or Parties and Susan Gorey, hereafter referred to as the Mediator. The Parties have entered into mediation with the Mediator with the intention of reaching a consensual settlement of their domestic dispute. The provisions of this agreement are:

1. Good Faith: We agree to enter into this mediation in good faith; that is, 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 agree to be honest and to completely disclose all relevant information and documents concerning this matter to the other Parties and Mediator. This includes all documentation that would be available through the discovery process in a normal legal proceeding. If any Party fails to disclose fully, the agreement reached in mediation may not be enforceable.
3. Courtesy: We agree to cooperate with the mediation process by remaining courteous throughout the sessions. We will refrain from personal attacks and angry outbursts, and will respect the opinions, perceptions and feelings of the other Parties in mediation.
4. Neutrality of Mediator: We understand that the Mediator serves as a neutral third party whose purpose is to promote communication and help the Parties reach a mutually satisfying agreement. She will not act as an advocate or attorney, and will not offer legal advice. She will not act as a judge, and will not order the Parties to do anything. Her role is as a neutral facilitator.
5. Independent Advice: The Mediator has advised us to consult with an attorney regarding our legal interests, rights and obligations. We also have been advised that consultation with other professionals, including a tax advisor, financial planner, or psychotherapist may be advantageous in protecting our interests.
6. Confidentiality: We understand that the mediation process requires open and honest communication to succeed. Accordingly, all written and oral communications, negotiations, and statements made in the course of the mediation will be treated as privileged settlement discussions and are absolutely confidential. Two exceptions to this confidentiality agreement exist. First, this Agreement to Mediate and any resulting Settlement Agreement signed by the Parties may be used in any relevant proceeding. Second, the Mediator is required to report certain matters, such as new incidents of child abuse, abuse of an elderly or incapacitated person, and current threats of physical violence. Confidentiality does not extend to these matters. Noting these exceptions,
  - A. We understand that the Mediator will not voluntarily reveal anything discussed in mediation without the permission of the parties.

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\_\_\_\_\_, 2019

- B. We agree that 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. To the extent that we may have a right to call the Mediator as a witness, that right is hereby waived.
  - C. We agree not to 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. To the extent that we may have a legal right to demand these documents, that right is hereby waived.
  - D. If, at a later time, a Party decides to subpoena the Mediator, the Mediator will move to quash the subpoena. That Party agrees to reimburse the Mediator for whatever expenses she incurs in such action including attorneys' fees, plus \$200. per hour for the Mediator's time.
  - E. We agree that we will not record the mediation session, either by audio or visual means.
7. Caucus or Private Meeting: We agree that any Party may hold private sessions with the Mediator at his/ her or the Mediator's request. The Parties may specify what will remain confidential from these private sessions. No private meeting will occur without the consent of all Parties.
8. Withdraw from Mediation: We understand that mediation is a voluntary process, and that any Party may terminate the mediation at any time. The Mediator also reserves the right to withdraw if she determines that the issues cannot be resolved in mediation or that she is unable to provide the services necessary to reach resolution. If any Party or the Mediator decides to withdraw, we agree to discuss the decision with the other involved parties, and to confirm the termination in writing.
9. Fees: The Parties agree that they shall share equally the responsibility for paying the Mediator's hourly fee of \$175. for a minimum of two hours at the time of service. The Parties further agree that they shall share equally the Mediator's retainer fee of \$1000. to reserve an initial appointment. The Parties hereby authorize the Mediator to charge the credit card for this and any additional fees, which may accrue for mediation-related services (for example, drafting documents or engaging in telephone consultations) following the mediation session(s.) The retainer shall be applied to the final invoice or reimbursed if no balance remains at the conclusion of the mediation process.
10. Disclosures: The Mediator has made the following disclosures to the parties in keeping with ethical best practices defined in the Utah Uniform Mediation Act:
- None.

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We have read this Agreement to Mediate thoroughly and agree to the terms of the mediation.

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\_\_\_\_\_  
Date

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\_\_\_\_\_  
Date

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\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Gorey, LCSW, JD

\_\_\_\_\_  
Date

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\_\_\_\_\_, 2019

NAME\_\_\_\_\_

DATE OF BIRTH\_\_\_\_\_

PHYSICAL ADDRESS\_\_\_\_\_

\_\_\_\_\_ZIPCODE\_\_\_\_\_

CELL PHONE\_\_\_\_\_

EMAIL ADDRESS\_\_\_\_\_

**I specifically authorize Susan Gorey, LCSW, JD, to charge the following credit card for the full balance due on my account for time spent in mediation of the above listed mediation or related to this mediation process, including telephone or in-person consultations and document drafting.**

\_\_\_\_\_  
Credit card number

\_\_\_\_\_  
Expiration date

\_\_\_\_\_  
Security Code

\_\_\_\_\_  
Billing zip code

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date