

AGREEMENT TO MEDIATE

→ Pursuant to Utah Code Annotate §30-3-38, we, (First and Last Name) and (First and Last Name) agree to enter into mediation with (Mediator name) as our mediator for purposes of attempting to resolve or settle the issues related to our parent-time (visitation) concerns or disputes.

→ We specifically agree that, consistent with the mediation process, we will completely and honestly disclose information to the mediator and the other party concerning this matter. We also agree to cooperate with the mediation process by remaining courteous throughout the sessions, will refrain from personal attacks, angry outbursts, and will respect the opinions, perceptions, and feelings of the other party.

→ Mediation is considered a confidential settlement negotiation and the mediator will not testify for or against either party in any court proceedings. Any records, notes, or work product of the mediator may not be subject to subpoena or demand for production of documents. To the extent that we may have a right to call the mediator as a witness is hereby waived. Due to the confidential nature of mediation, this process may not be audio or video recorded. Exceptions to confidentiality are: (1) any written agreements made by the parties as a result of the mediation process, (2) this Agreement to Mediate, (3) allegations regarding abuse of a child, elder, or incapacitated person, and/or threats of physical violence. If, at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena and will seek full reimbursement for expenses incurred in such an action.

→ The role of the mediator is to serve as a neutral third party whose purpose is to promote communication and help the parties reach a mutually satisfying agreement. Once the mediation has begun, it is a voluntary process and either party, or the mediator, may terminate the session at any time. A caucus, or private meeting with the mediator, may be held and is confidential (except for matters the mediator is bound to disclose). The parties acknowledge that each has been advised to retain separate legal counsel and they specifically agree that the mediator will not take on the role of advocate, therapist, counselor, attorney, judge, or otherwise offer legal advice. The parties also acknowledge that any agreement reached in mediation is tentative pending review by the parties' attorneys and does not constitute a contract unless otherwise specifically entered into by the parties.

→ The fee for mediation services is \$80 per hour, and is due at the start of each session. The total fee will be divided equally between the parties unless otherwise arranged. If a party is impecunious or qualifies financially, their portion of the fee may be reduced or waived. This fee applies to all the time spent by the mediator in activities related to the completion of mediation including (but not limited to) meeting with the parties, research time, telephone calls, preparation of documents, long-distant telephone calls, and photocopies. Any party that does not attend the scheduled mediation session may be responsible for one hour of time (\$80), payable to the mediator

Signature Date _____ \$40.00 per hour

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