

## **MEDIATION AGREEMENT**

This Agreement is entered into between John Doe and Jane Doe, hereinafter referred to as the “Participants”, and with \_\_\_\_\_, hereinafter referred to as the “Mediator”.

1. Mediation is a process whereby people discuss their areas of disagreement, explore options, and reach agreement with the help of a neutral third party. Mediation differs from the adversarial legal process, in which parties separately retain their own attorneys to negotiate the best result for them or to present their case in the best light to a judge or arbitrator if negotiations are unsuccessful. Communications in an adversarial process are through attorneys, and a party need not reveal information except as discovered by attorneys using depositions and other methods characteristic of the adversarial legal process.
2. The mediator’s job is to help the participants identify issues, explore available options for resolving those issues, and reach mutually acceptable solutions. The mediator has no authority beyond that conferred by agreement of the participants.
3. The mediator will provide information to assist the participants in their decision-making, but will not act as therapist, attorney, or financial evaluator for any participant. Both participants are advised to consult their own attorneys and therapists, accountants and other experts throughout the mediation process.
4. The mediator will be discussing and mediating the following issues with the parties:  
\_\_\_\_\_.
5. The participants expressly agree that each may communicate individually or meet individually with the mediator concerning matters in mediation.
6. The mediation process is confidential and based upon trust. Each participant agrees that all statements made by either party and by the mediator shall be and hereby are deemed to be “conduct or statements made in negotiation” in the attempt to compromise or settle disagreements and shall be inadmissible in any court proceeding pursuant to Rule 408 of the Ohio Rules of Evidence and this Agreement.
7. In the event that either participant causes the mediator to be called as a witness, or causes the mediator’s records to be subpoenaed, the participant so causing shall be responsible for paying all of the reasonable costs incurred in quashing any such subpoena.
8. Each participant agrees to fully disclose all income and debts and to provide all documentation, such as financial statements, income tax returns, income statements, billing statements, or any other information relevant to the mediation.

**Failure to fully disclose information may jeopardize the parties’ settlement.**

9. The participants understand that the mediator will not, under any circumstances, provide legal representation to either of them during the mediation process. Each participant is advised to secure independent legal counsel for purposes of consultation throughout the mediation process and for review prior to the signing of any written Agreement.
10. The Mediator shall be compensated at a rate of \$\_\_\_\_\_ per hour, and payable monthly, after the initial retainer of \$\_\_\_\_\_ is exhausted.
11. Notice as to cancellation of mediation appointments must be given by the participants to the mediator not less than 24 hours in advance of the appointment.
12. Either participant may withdraw from the mediation at any time, or the mediator may, for good cause, terminate the mediation process at any time.

The mediation process will be terminated when:

- a. The participants have reached agreement on the issues and their agreement, as presented in written form by the mediator, has been signed by the participants;
  - b. The participants have considered the available options and information, agree that issues cannot be resolved by mediation, and choose litigation as a means to deal with them;
  - c. The mediator believes that one participant is taking advantage of the other, or that either participant is incapable of negotiating on their own behalf.
13. The parties agree that no legal action of any kind will be taken by either of them during the course of the mediation, except with the express agreement of the other party and the mediator. Further, if either or both parties have retained counsel prior to mediation, they shall be obligated to direct their attorney that no action is to be taken on their case while the matter is in mediation. The legal counsel of either party may, at any time, discuss his or her client's position and the status of the mediation with the mediator.
  14. At the end of the mediation process, the mediator will prepare a proposed Memorandum of Understanding, recording all the decisions of the parties. The proposed Memorandum of Understanding while not a legally enforceable agreement shall be used as the basis for a contract between the parties. The participants understand that while the mediation process can lead to the settlement of issues, it is not a substitute for the legal process. It may be necessary for the document to be journalized in a court of law.

I wish to make use of the mediation process and agree to the terms set forth above.

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Date

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Date

I agree to use my utmost effort as a mediator in helping the participants reach a mutual agreement on the issues before them. I also agree to the terms set forth above.

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Mediator

Date