

PRE-SEPARATION OR DIVORCE MEDIATION AGREEMENT

BETWEEN \_\_\_\_\_  
\_\_\_\_\_

The undersigned parties, having decided to separate and/or divorce, sincerely intend to resolve through mediation the controversies arising out of their separation and/or divorce.

The parties intend to avoid for themselves and their children the bitterness and frustration that often accompany these controversies.

The parties intend to create through mediation an agreement that settles outstanding issues that pertain to the children in separation or divorce. The mediation represents the interest of both parties, and is fair to parties and their children. Upon completion of the mediation, an Agreement of Mediation will be sent from the mediator to the parties and their attorneys.

Therefore, the parties agree:

1. Costs of Mediation

Mediation shall be conducted by Norman C. Dasenbrook, who shall be compensated at the rate of \$120.00 per hour for hours spent in the conduct of mediation sessions or in working on behalf of the parties to achieve the goals of mediation, including phone calls and the like.

2. Deposit

A deposit equal to three hours of mediation shall be paid upon the signing of this agreement. Should this deposit become depleted, and additional deposit may be required in order to continue mediation sessions uninterrupted. Any unused portion of the deposit will be refunded.

3. Privacy of Mediation

The parties agree that neither will call as a witness any employee or agent of Norman C. Dasenbrook to testify, or subpoena any records of Norman C. Dasenbrook, in any matter related to the mediation.

#### 4. Confidentiality

The mediator will treat all information provided during mediation sessions as confidential. No information obtained during mediation will be given to any outside person or organization unless both parties concur or unless there are allegations of child abuse. Unless otherwise agreed, the mediator will not hold information confidential between the parties.

#### 5. Consultants

Persons other than the mediator such as child specialist, accountants and actuaries may be called for consultation when the parties agree to their being called and agree to their rate of compensation.

#### 6. Attendance at Mediation Sessions

The parties will be expected to arrange their business and personal affairs so as to enable them to attend mediation sessions as scheduled. Mediation sessions will be scheduled at the convenience of the parties in so far as possible.

#### 7. Notice of Cancellation

Notice of cancellation of appointments must be given by the parties not less than one full business day in advance of the appointment. Otherwise a charge of \$100.00 will be made for the missed appointment.

#### 8. Participation Of Children and Others

Children and other persons having a direct interest in the mediation may participate in mediation sessions relating to their interest, if the mediator finds that their participation may facilitate settlement and the parties concur. A last meeting may be held with the children to discuss the terms of the agreement that are relevant to their interest.

#### 9. Concurrence of Mediators

The mediators may indicate either verbally or in writing that they concur or do not concur with the final agreement between the parties. Concurrence means that the mediators believe the settlement is substantially equitable and fair to each part. Nonoccurrence, however, shall in no way detract from the legal effectiveness of the agreement.

10. Personal Counsel

The parties are encourage to consult with counsel early in the mediation process in order ascertain the legal parameters of their case. The parties will provide their attorney with information concerning the case. After a final agreement is reached, each party should have it reviewed by their attorney prior to signing it.

11. Termination of Mediation

Mediation is a voluntary process, and any party in mediation may terminate at any time. However, the parties agree that anyone wishing to terminate mediation will so during a session.

12. Impasse

If the parties are unable to reach an agreement about any or all issues, the parties and the mediator will discuss option for resolution of the issues. These options may include separate session with the mediator, referral or particular issues to other professionals or suspension or termination of mediation.

13. Filing for Divorce

Norman C. Dasenbrook does not represent any parties in court and does not file for divorce.

14. Mediation of Future Disputes

Norman C. Dasenbrook is available after the divorce for mediation of further disputes concerning any of the terms of the agreement or other issues.

Mother: \_\_\_\_\_ Date: \_\_\_\_\_

Father: \_\_\_\_\_ Date: \_\_\_\_\_

Mediator: \_\_\_\_\_ Date: \_\_\_\_\_



**CONFIDENTIALITY AGREEMENT**

**IT IS HEREBY AGREED** by and between the mediation participants, \_\_\_\_\_ and \_\_\_\_\_ that all matters discussed during any and all mediation sessions shall be confidential and shall not be disclosed by the participants or the mediator in any court proceeding or any court of law, except as follows:

- A. If the parties consent in writing to the disclosure: or
- B. The communication reveals either an act of violence committed against another during mediation, or an intent to commit an act that may result in bodily harm to another; or
- C. The communication reveals evidence of abuse or neglect of a child, or
- D. Non-identifying information is made available for research or evaluation purposes approved by the court; or
- E. The communication is probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

DATED: \_\_\_\_\_

SO AGREED:

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