

KALLEMEYN MEDIATION SERVICES

3200 Main Street NW, Suite 370, Coon Rapids, MN 55448 • Tel 763-427-5131 • Fax 763-576-1910

AGREEMENT TO MEDIATE

Parties have voluntarily contracted with Kallemeyn Mediation Services to provide mediation services and agree to participate in this process to resolve their issues.

In the mediation process, parties and mediator(s) agree to the following:

1. DUTY TO MEET. Parties agree to attend all mediation sessions as scheduled in good faith and attempt to reach resolution of their issues.
2. TERMINATION. Mediation is voluntary and may be terminated by any party or the mediator at any point during the process without cause.
3. MEDIATOR RESPONSIBILITY.
 - a. The function of the mediator is to assist parties in reaching a **voluntary resolution of the issues** as presented. The mediator has no authority to decide or determine issues.
 - b. Mediators **do not provide legal advice or representation** to any party during or after the mediation process.
 - c. There is no responsibility on the part of the mediator concerning the **fairness or legality** of the resolution.
 - d. The mediator will disclose **all conflicts of interest or potential conflicts of interest known prior to the session and any potential conflicts that arise during discussions**. Parties will be asked to sign a waiver before any further discussion may take place.
4. INFORMATION AND FULL DISCLOSURE. Parties are responsible for information brought to the session and agree to the exchange of all documents to verify financial information. Exchange of all relevant documents is required to reach agreements that reflect a fair and equitable distribution of all assets and liabilities.
5. CONFIDENTIALITY. Statements made and information gathered, including all notes and records, during mediation are confidential and may not be used in any subsequent legal proceeding relating to the issues discussed, unless that information is otherwise discoverable. The agreement document itself may be used as evidence in subsequent

proceedings. Parties agree not to subpoena the mediator or any information held by the mediator in any subsequent legal proceedings.

6. DISCLOSURE/CONFLICT OF INTEREST. The mediator(s) will not disclose any communication made during mediation except as consented to by parties or as it relates to any suspicion of maltreatment to minors or vulnerable adults.
 - a. Exceptions. There are exceptions to confidentiality which include alleged misconduct on the part of any attorney involved in session, alleged violations of the Rule 114 Code of Ethics by the mediator(s), and any information concerning future harm or intended crime to be committed by a party involved in mediation. These exclusions preclude any obligation on the part of the mediator to keep information confidential.
 - b. **Your initials indicate the mediator disclosed a conflict of interest involving parties or counsel. Parties agree to sign a waiver before the process may continue.** _____

7. FEES FOR MEDIATION. Kallemeyn Mediation Services will be compensated at the rate of \$240.00 per hour for time spent in mediation. Mediation fees are assumed to be equally split between the parties, with each paying 50% of the mediation fees, unless otherwise agreed to in writing prior to the mediation. Sessions are scheduled for three hours in length, and are billed for a three-hour flat fee rate.
 - a. *Full payment for the cost of the session must be made in **cash** seven (7) days prior to the session date.* Each party shall provide a \$360.00 **cash** retainer deposit. If payment is not made a week before the session date, the session will be cancelled, and no further services will be rendered until payment is made.
 - b. Hourly rate will also apply to any excessive work performed by the mediator or staff for rescheduling by email or phone in addition to the minimum three hours of mediator availability. Fees are split evenly between parties unless parties agree to other arrangements.
 - c. Cancellation of less than 48 hours prior to any scheduled session will result in a one-hour fee. Therefore, the cancelling party will only be refunded \$120.00 of their \$360.00 cash retainer. The non-cancelling party shall receive a full \$360.00 refund of their cash retainer. **Your signature below is your agreement to pay all fees promptly as invoiced by the mediator.**

8. PREPARATION FEES. Work completed outside of mediation in preparation of this case, will be compensated at the rate of \$240.00 per hour. Preparation includes, but is not limited to: contact with attorneys, accountants or other third parties as directed by the parties, preparation of information relevant to reaching an agreement, efforts to include

additional parties or unusual efforts necessary to schedule sessions and final drafting of the “Memorandum of Agreement” when mediation is completed.

- a. Preparation work is anticipated to be no more than one hour per week. Parties will be informed prior to incurring expenses in excess of one hour per week.
- b. Drafting of the final “Memorandum of Agreement” is usually billed at 1 hour, if there is not sufficient time during the session for drafting, but depends greatly upon the complexity of the final agreement.
- c. **Your signature below is your consent to contact counsel or other professional as the mediator determines is necessary to facilitate a final agreement between parties.**

This AGREEMENT TO MEDIATE is acknowledged and signed by parties and mediator(s),

this _____ day of _____, 2015:

Petitioner: _____

Respondent: _____

MEDIATOR: _____