

TOWNE LAKE COUNSELING & MEDIATION

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GUIDELINES FOR MEDIATION

Mediation is a non-adversarial process which is most effective if the parties involved work within the following guidelines

1. Leave fault and blame aside.
2. The mediator will not make decisions for the parties. The mediator will lead the negotiations in assisting the parties to reach a decision which is acceptable to both. The mediation may be terminated at anytime by the mediator or either of the parties.
3. Accept responsibility for yourself. Each party needs to speak up for themselves. This helps facilitate the process.
4. The mediator is not acting in the capacity of an attorney and does not offer legal advice. Both parties are encouraged to have an independent attorney look over any completed agreements. Each party has the right to have their attorney present during the mediation. A Memorandum of Understanding will incorporate all issues agreed upon. Both parties should have their own independent attorney look over any finalized agreements prior to signing any papers. Both parties are also responsible to have their own accountant or tax advisor look over tax ramifications of agreements.
5. Communications with the mediator regarding issues under negotiation must be in the presence of both parties. Content of any telephone conversations with either party must be shared with both parties during the next session. Telephone calls to the mediator should be only for clarification of next appointment time or of information needed for the next appointment. There may be times when the mediator feels a “caucus” is needed. This is when the mediator will meet with each party separately for an equal amount of time for clarification of issues. The caucus is the only time during the mediation process that information could be confidential, unless the information is substantive to the divorce. Information will not be shared unless permission of that party is obtained.



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6. By signing this agreement, each of you is affirming that you will fully disclose all assets and liabilities and all substantive information relative to child issues. Should either party fail to do so, the document's validity could be questioned by the other party.

7. Information gathered in the mediation process is confidential and privileged, with the exception of the Child Abuse Reporting Law or threats of physical harm. By signing this agreement both parties agree not to subpoena the mediator or any agents of Towne Lake Counseling, Inc. to testify concerning this mediation in any subsequent court actions. Parties attempting to subpoena the mediator agree to pay all costs incurred by the mediator, including fees for the mediator's time.

8. Mediation sessions are \$175.00 an hour, and must be canceled twenty-four (24) hours in advance. If this is not done the parties will be charged the full cost of the canceled session.

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I have read and understand the above guidelines for mediation. I understand that Towne Lake Counseling, Inc. does not provide legal or financial advice. I understand that I have been encouraged to seek independent legal and tax advice. I further understand that by signing this agreement I am agreeing to mediate, in good faith, and am also agreeing that I will not subpoena the mediator or any agents of Towne Lake Counseling, Inc. to testify in court in any subsequent court action.

(SPOUSE) _____ (DATE) _____

(SPOUSE) _____ (DATE) _____

\$ _____ was collected this _____ day of _____, _____, to cover _____ hours of / or _____ hour (s) of mediation and _____ hours for the Memorandum of Understanding. This has been paid from _____ funds. Both parties are aware that legal fees are totally separate and apart from the mediation.

(MEDIATOR) _____