

## DOMESTIC MEDIATION AGREEMENT TO MEDIATE

The undersigned participants intend to resolve through mediation the controversies relating to their family.

The participants intend to avoid for themselves and their children, if any, the bitterness and frustration which often accompany these controversies.

The participants intend to have greater understanding about their situation while they explore the possibilities of an agreement or while they create an agreement that resolves the major issues as defined by them.

Therefore, the participants agree:

### **1.Costs of Mediation**

Mediation shall be conducted by a mediator from the Baltimore Mediation Center (BMC), who shall be compensated at the rate of \$400 per hour for hours spent in the conduct of mediation sessions or in working on behalf of the participants to achieve the goals of mediation, including phone calls and the like.

### **2.Payment**

The participants shall pay for the mediation sessions on a pay as you go basis, with payment being given to the mediator at the end of each session.

### **3.Written Agreements**

If agreements are reached during mediation sessions, the mediator will be compensated at the rate of \$400 per hour for time spent in the preparation of a memorandum of understanding, and, if requested, a formal separation and property settlement agreement.

The participants understand that no or participant in mediation will be bound by anything said or done in mediation unless and until there is a written agreement signed by the participants. The participants understand that, before signing a settlement agreement, each has the right to consult with an attorney of his or her choosing.

### **4.Drafting Deposit**

A deposit of \$800 will be charged before the mediator begins drafting the agreement.

## **5. Voluntary Process**

The participants agree to try to resolve this situation through mediation. They understand that mediation is voluntary and that they can withdraw from it at anytime.

## **6. Role of Mediator**

The participants understand that the mediator has no power to decide who wins or loses and will not express an opinion on who is right or wrong. Rather, the participants understand that the mediator is going to try to help each and both participants reach his or her or their own resolution of this matter.

## **7. Privacy of Mediation**

The participants agree that neither will call as a witness any employee or agent of the Baltimore Mediation Center to testify, nor will they subpoena any records of the Baltimore Mediation Center, in any matter related to the mediation.

## **8. Confidentiality**

The mediator(s) is bound by the Maryland Code of Professional Conduct for Mediators to advise all and each of the participants to the mediation session(s) about the confidentiality clause, as follows:

The mediator will treat all information provided during mediation sessions as confidential. Unless otherwise agreed, the mediator will hold information confidential that each participant tells him/her. The participants agree not to subpoena the mediator to testify about what was said or done in mediation. The mediator will not voluntarily testify on behalf of any participant and will not report anything said or done during the mediation. The participants understand the following exceptions to confidentiality: allegations of child or elder abuse, threats of harm or allegations of other criminal activity.

## **9. Use of Information**

The participants understand that one of the possible outcomes of mediation is a settlement and that the purpose of the process is not to gather information for a hearing or trial. The participants understand that any communication between them at a mediation session cannot be used by them in a hearing or trial unless it is otherwise discoverable. The participants understand that any documents prepared for or during mediation (such as offers, case summaries presented to the other participant or to the mediator or notes taken by the mediator) are for settlement purposes only and may not be subpoenaed for, or used in, a hearing or trial. However, unless decided otherwise, the participants understand that they are free to consult with others outside the mediation process regarding information from a mediation session if they so choose.

## **10. Consultants**

The participants understand that the mediator is not going to act as an advocate or attorney for them (or for any other participant in the matter), and that they have the right to have a representative assist them in mediation. Persons other than the mediator such as child specialists, pension specialists, real estate appraisers, accountants and actuaries may be called for consultation by any participant, or by both participants together when the participants agree to their being called and agree to their rate of compensation.

## **11. Attendance at Mediation Sessions**

The participants 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 participants in so far as possible.

## **12. Notice of Cancellation**

Notice of cancellation of appointments must be given by the participants not less than one full business day in advance of the appointment. Otherwise full charge may be made for the missed appointment.

## **13. Participation of Children and Others**

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

## **14. Full Disclosure of Financial Information**

Each participant will be expected to disclose fully all financial information, financial statements, income tax returns, etc., requested by the mediator, and all information requested by the opposite participant if the mediator finds that the disclosure may aid in the mediation process. Note: Subsequent findings of nondisclosure of appropriate information may constitute grounds for nullifying the agreement.

## **15. Transfers of Property**

During the mediation process, neither participant, without the agreement of the other, will transfer, encumber, conceal, or in any way buy or dispose of any tangible or intangible property except in the usual course of business or for the necessities of life.

## **16. Concurrence of Mediator**

The mediator may indicate either verbally or in writing that s/he concurs or does not concur with the final agreement between the participants. Concurrence means that the mediator believes the agreement is substantially equitable and fair to each participant. Nonconcurrence, however, shall in no way detract from the legal effectiveness of the agreement.

**17. Personal Counsel**

At no time is the Baltimore Mediation Center mediator, if also an attorney, acting as personal counsel to either of the participants. The participants are encouraged to consult with their individual counsel early in the mediation process in order to ascertain the legal parameters of their case. The participants will provide their attorney with information concerning the case. The Baltimore Mediation Center is also available to provide attorneys with information. After a final agreement is reached, each participant should have it reviewed by his or her attorney prior to signing it.

**18. Termination of Mediation**

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

**19. Impasse**

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

**20. Filing for Divorce**

The Baltimore Mediation Center does not represent any participants in court, and does not file for divorce.

**21. Mediation of Future Disputes**

The Baltimore Mediation Center is available after the separation or divorce for mediation of further disputes concerning any of the terms of the agreement or other issues.

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

For Baltimore Mediation

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