

North Shore Community Mediation, Inc.

100 Cummings Center, Suite 307J, Beverly, MA 01915

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AGREEMENT TO MEDIATE

This is an agreement between _____ and _____ (herein referred to as the "Parties") and the North Shore Community Mediation, Inc. Divorce Project as represented by _____ and _____ (herein referred to as the "Mediators").

The Parties have agreed to participate in a voluntary mediation conducted by the Mediators.

TERMS AND CONDITIONS:

1. The Parties agree that this mediation is voluntary and that any Party or Mediator may choose to withdraw at any time. Notice of withdrawal (e-mail or telephone) must be communicated to the other persons no later than 24 hours before the next scheduled mediation.
2. The Party who fails to appear at a scheduled mediation session with fewer than 24 hours' notice shall be assessed the full cost of a one hour session.
3. The Mediators are neutral facilitators who will assist the Parties in reaching their own settlement. The Mediators do not make any decisions for the Parties.
4. The Mediators **do not** offer legal advice. Each Party is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and obligations. The Mediators do not file any documents or make court appearances.
5. The Parties agree not to subpoena or demand the production of any records, notes, work product or the like of the Mediators in any legal or administrative proceeding concerning this dispute. To the extent that the Parties may have a right to demand these documents, that right is hereby waived (the "Waiver").
6. If either Party attempts to subpoena the Mediators despite the Waiver, that Party agrees to reimburse the Mediators for any expenses incurred in such an action, including attorneys' fees, and to compensate the Mediators for time spent at the Mediators' then current hourly rate.
7. In order that the Parties can both fully understand the choices they will need to make, the Parties agree that each will fully disclose and provide verification of all relevant information and documents in a timely fashion. Such information shall include but not be limited to financial income, assets, interests and liabilities. The Parties may each use professionals as advisors, but each Party accepts full responsibility for the reasonable accuracy of these figures.

8. The mediation sessions are confidential. The Mediators will not reveal anything discussed in the mediation to the Parties' attorneys or any other individual without the Parties' consent. The Mediators will not contact either Party's attorney without that Party's express permission. The Mediators shall not, however, be required to participate in any way in the Parties' current or future litigation. However, it is understood that the Mediators are not required to maintain confidentiality if they have reason to believe that a child is in need of protection or if either Party is in danger of bodily harm.

9. When an agreement is reached, the Mediators will prepare a Memorandum of Understanding outlining the terms to which the Parties have agreed. Each Party agrees to review this Memorandum with his/her own attorney. The attorneys will develop this Memorandum into a formal legal document. The Mediators do not file any documents or make any court appearances.

I have read, understand and agree to all of the terms and conditions of the Agreement To Mediate. I have been given an opportunity to consult with counsel regarding the terms of this agreement before signing.

Spouse or Party signature	Date	Spouse or Party signature	Date
Printed Name		Printed Name	
Mediator Signature	Date		
Mediator Signature	Date		

Fee Agreement

- 1) The Parties shall share the cost of the mediation sessions and other joint charges, unless otherwise agreed. They shall each be responsible for any individual charges.
- 2) Fees shall be paid by the parties at the end of each mediation session.
- 3) Other services charged by the Mediators include:
 - 1) Review of documents;
 - 2) Telephone conversations (charged on a 1/10 hour basis);
 - 3) Consultation with other professionals;
 - 4) Travel time and expenses (if any);
 - 5) Preparation of Memorandum of Understanding/Separation Agreement
- 4) Fees are based on a sliding scale as follows:

<u>Parties' Joint Earnings</u>	<u>Fee per party per hour</u>
\$0 - \$25,000	\$50
\$26,000 - \$75,000	\$65
\$76,000 - 100,000	\$100
\$101,000 - \$150,000	\$150
over \$150,000	\$200

- 5) Each party shall pay a \$25 Intake Fee, which is nonrefundable and is used to cover intake and administrative costs. The first mediation session will be scheduled once the Intake Fee is received.
- 6) All payments by check, including the Intake Fees, are to be made to North Shore Community Mediation, Inc. Please note in “memo” space that payment is for divorce mediation.

I have read, understand and agree to all of the terms of North Shore Community Mediation, Inc., Divorce Mediation Fee Agreement. I have been given an opportunity to consult with counsel regarding the terms of this agreement before signing.

Spouse or Party signature	Date	Spouse or Party signature	Date
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Printed Name	Printed Name
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Mediator Signature	Date	Mediator Signature	Date
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