

## **AGREEMENT TO MEDIATE**

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_ (collectively, the “Parties”) and \_\_\_\_\_ as mediator (the “Mediator”).

### **Mediation**

1. Mediation is a non-adversarial, co-operative decision-making process in which an independent mediator assists the parties in achieving an acceptable solution to their matter.
2. The Mediator is a neutral facilitator who will assist the Parties to reach their own agreement. The Mediator will remain impartial without making decisions or judgments.
3. The Mediator does not provide legal advice or legal counsel. Each party is advised to retain their own lawyer to be properly counseled about their legal interests, rights and responsibilities.

### **Confidentiality**

4. It is understood that in order for the Mediation to work, open and honest communication is essential. Accordingly, all communication and documentation made in the course of the Mediation will be treated as confidential and will not be admissible in any other proceedings. Therefore:
  - the Mediator will not reveal anything discussed in the Mediation without the written permission of both of the Parties. It is understood that the Mediator is not required to maintain confidentiality if the Mediator has reasonable and probable grounds to believe (1) that a child is in need of protection (2) if either party or another person is in danger of bodily harm or (3) the Mediator learns of the intent to commit a criminal offence;
  - the Parties agree that they will not at any time before, during, or after Mediation call the Mediator as a witness in any proceeding;
  - the Parties agree that they will not subpoena or demand the production of any minutes, records, notes, or reports produced or prepared during the Mediation in any proceeding;
  - if, at a later time, either party subpoenas the Mediator, the Mediator will move to quash the subpoena. That party agrees to reimburse the Mediator for any expenses incurred plus \$350.00 per hour for all time spent, which fee is subject to reasonable increase without notice; and
  - the exception to the above provisions is that this Agreement, as well as any final separation agreement, may be used in any relevant proceeding.

### **Disclosure**

5. Each party agrees to fully and honestly disclose to the Mediator all information requested by the Mediator to aid in the resolution of the issues. If either party fails to make such full

disclosure, then any agreement reached in the Mediation may be set aside.

### **Ending Mediation**

6. The Mediation shall continue until the parties reach an agreement or:
  - the Mediator believes that the matter is no longer appropriate for mediation; and
  - either party, any time after the first Mediation session, wishes to end the Mediation to instead have the matters between the parties resolved by the court or by other means.

### **Final Document**

7. Once an agreement has been reached, the Mediator will prepare either a Mediation Report or a form of Agreement for the parties. If a Mediation Report is prepared, it will only be signed by the Mediator and is not a legally-binding document. The parties will be required to have the Report placed into the form of an Agreement which will become legally-binding on the parties.
8. If a form of Agreement is prepared, the parties will be required to obtain independent legal advice and to sign the Agreement in the presence of a separate lawyer for each party in order to ensure that it is legally-binding.
9. The Parties will not be asked to sign any document at the conclusion of the Mediation in the presence of the Mediator.

### **Fees for Mediation**

10. The Statements of Account will include the following:
  - All communication including reading materials provided, telephone conferences, consultations with third parties, consultations with legal counsel, individual and joint sessions for parties, child sessions, travel, preparation of the Mediation Report, preparation for mediation sessions, drafting of mediation minutes after each joint session, travel, and other related matters; and
  - Other mediation-related expenses such as long-distance telephone, stationary supplies, courier, postage, searches, printing, network scanning, facsimile transmittal, mileage, online and outside research facility fees, and administration fees. GST is added to the cost of any disbursements.
11. The Parties agree to pay the Mediator a fee of \$350.00 per hour plus GST, for mediation services, which fee is subject to reasonable increase without notice.
12. If the Parties must change their appointment time, they must give the Mediator at least 24 hours notice. If not, they agree to pay for the entire scheduled time. If there is a joint session planned and one party does not attend or give appropriate notice for cancellation, the “no show” party will be responsible for both party’s portions of the session fee. Non-

payment will result in suspension of service.

13. The Parties understand and agree that all fees will be billed and paid at the end of each session, unless special arrangements have been made in advance. Any time spent by the Mediator outside of the Mediation sessions will be billed to the Parties.
14. The Parties are jointly and severally liable for payment of all fees. The Parties agree to the following payment method:

- Allocation of Fees between the Parties:
  - 50/50 between the parties
  - \_\_\_\_\_ shall pay \_\_\_\_\_ % ♦ \_\_\_\_\_ shall pay \_\_\_\_\_ %
- Retainer arrangements:
  - Credit Card Provided \_\_\_\_\_
  - Retainer Provided \_\_\_\_\_

When a retainer has been collected, any unused portion of the retainer will be returned to the parties upon termination or completion of the Mediation.

- Credit Card for each party:

[ ] Visa    [ ] MasterCard	[ ] Visa    [ ] MasterCard
Card Number	Card Number
Expiry Date      Security Code	Expiry Date      Security Code
Name of Cardholder	Name of Cardholder
Signature of Cardholder	Signature of Cardholder

The Mediator’s Statement of Account will be rendered and the above credit card(s) will be debited immediately at the end of each Mediation session and at the conclusion of the Mediation unless alternative arrangements are made with the Mediator. A receipt for payment will be provided.

DATED at the City of Edmonton, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**We have read and understood this agreement, and agree to its terms.**

\_\_\_\_\_  
Name:

---

**Name:**

---

**Mediator:**