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AGREEMENT TO MEDIATE

Please read this document carefully. It contains important information about what mediation is, what you can expect of me as your mediator, and what your role in the process will be.

1. **NATURE OF MEDIATION:** Mediation is a conflict resolution process in which the mediator assists the parties in negotiating voluntary agreements. The objective is to help the parties themselves reach their best agreement. It is understood that the mediator has no power to decide disputed issues for the parties. The mediator has an obligation to work on behalf of all parties, cannot render individual advice to any party, and will not arbitrate within the mediation. The parties further understand that mediation is not a substitute for independent legal advice. The parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any formal mediated agreement before signing that agreement. The mediator may come to require one or both parties to have their agreement reviewed by legal counsel to ensure that party is reaching a reasonably informed agreement.
2. **SCOPE OF MEDIATION:** The parties understand that it is for the parties, with the mediator's concurrence, to determine the scope of the mediation and that this will be accomplished early in the mediation process.
3. **MEDIATION IS VOLUNTARY:** All parties here state their good faith intention to complete their mediation by an agreement. It is, however, understood that any party withdraw from or suspend the mediation process at any time, for any reason or no reason. The parties also understand that the mediator may suspend or terminate the mediation if the mediator feels that an impasse has been reached, or if the mediator determines that he can no longer effectively perform his facilitative role.
4. **CONFIDENTIALITY:** It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, any draft resolutions and any unsigned mediated agreements shall not be admissible in any court or other contested proceeding. Only a mediated agreement signed by the parties will be so admissible. The parties further agree not to call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the

mediator as settlement negotiations. All parties also understand and agree that the mediator may have private caucus meetings and discussions with any individual party, in which case all such meetings and discussions shall be confidential between the mediator and the caucusing party, unless the parties agree otherwise.

5. **FULL DISCLOSURE:** Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party, if the mediator determines that the disclosure is relevant to the mediation discussions. In family mediation cases, each party agrees to fully and accurately disclose all income, assets, and debts.

6. **MEDIATOR IMPARTIALITY:** The parties understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in mediation. In addition, the mediator shall disclose any and all prior contacts with the parties and their legal counsel and seek to identify and communicate to the parties any potential conflicts of interest.

7. **MEDIATION FEES:** The parties and the mediator agree that the fee for mediator shall be \$180 per hour for time spent with the parties and for time required to study documents, research issues, correspond, consult by telephone, prepare and draft agreements, and do such other things as may be reasonably necessary to facilitate the parties reaching full agreement. The mediator shall also be reimbursed for all expenses incurred as part of the mediation process. A payment of \$1000 toward the mediator's fees and expenses shall be paid to the mediator along with the signing of this agreement. Any unearned amount of this retainer fee will be refunded to the parties. The parties shall be jointly and severally liable for the mediator's fees and expenses. The parties will be provided with a monthly accounting of fees and expenses by the mediator. Payment of such fees and expenses is due no later than 15 days following the date of such billing. In the event that payment is not received in a timely manner, the mediator may, in his sole discretion, stop all work on behalf of the parties, including the drafting and/or distribution of the parties' agreement, and withdraw from the mediation.

By signing this document, the parties and the mediator indicate that they have read this document and agree to abide by the conditions described above:

Client

Date

Client

Date

Mediator

Date