

AGREEMENT TO MEDIATE

The undersigned parties intend to resolve through mediation the controversies. The parties agree:

1. **Costs of Mediation:** Mediation shall be conducted by Christine W. Ariel, mediator, who shall be compensated at the rate of \$_____ for time spent in the conduct of mediation sessions or in working on behalf of the parties to achieve the goals of mediation, including phone calls, emails and other similar activities in furtherance of the engagement.

2. **Payment and Deposit:** Payment is expected at the time the mediation services are rendered. A nonrefundable deposit equal to \$_____ shall be paid upon the signing of this agreement.

3. **Agreement Drafting Advance:** An advance will be required before the mediator begins drafting the agreement. The hours expended to prepare the agreement shall be the basis of the fee charged, and the final fee will be approximately \$_____, unless there are substantial revisions made to the agreement after the draft agreement is first prepared. You agree to pay for any time spent over and above the initial drafting advance in preparation and finalization of the agreement at the hourly rate of \$_____. This amount must be paid before final agreement will be released.

4. **Privacy of Mediation:** The parties agree that they will not call Christine W. Ariel, or any employee or agent of Christine W. Ariel, as a witness to testify, or to subpoena any records of Christine W. Ariel, in any matter related to the mediation.

5. **Confidentiality:** The mediator will treat all information provided during mediation sessions as confidential as set forth in RIGL §9-19-44. No information obtained during mediation will be given to any outside person or organization unless all parties concur, except in the case of allegations of child abuse. Unless otherwise agreed, the mediator will not hold information confidential between and among the parties.

6. **Consultants:** Persons other than the mediator may be called for consultation when the parties agree to their being called and also agree to their rate of compensation.

7. **Attendance at Mediation Sessions:** The parties 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 parties in so far as possible.

8. **Notice of Cancellation:** Notice of cancellation of appointments must be given by the parties not less than one (1) full business day in advance of the appointment. Otherwise full charge will be made for the missed appointment.

9. **Full Disclosure of Information:** Each party will be expected to fully disclose all information requested by the mediator, and all information requested by the opposite party or parties if the mediator finds that the disclosure may aid in the mediation process. Please note that subsequent findings of nondisclosure of appropriate information may constitute grounds from nullifying the agreement.

10. Concurrence of Mediator: The mediator may indicate either verbally or in writing that she concurs or do not concur with the final agreement between the parties. Concurrence means that the mediator believes the settlement is substantially equitable and fair to each party. Nonoccurrence, however, shall in no way detract from the legal effectiveness of the agreement.

11. Termination of Mediation: Mediation is a voluntary process, and any party in mediation may terminate at any time, however, the parties agree that anyone wishing to terminate mediation will do so during a session.

12. Impasse: If the parties are unable to reach an agreement about any or all issues, the parties 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.

13. Mediation of Future Disputes: Christine W. Ariel is available after conclusion for mediation of further disputes concerning any of the terms of the agreement or other issues.

**I HAVE READ THIS AGREEMENT,
RECEIVED A COPY OF IT, AND AGREE
TO ITS TERMS AND CONDITIONS.**

NAME: _____
Date

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Christine W. Ariel, MEDIATOR