



## AGREEMENT TO MEDIATE-PARENTING PLAN

### **THIS AGREEMENT REFLECTS THE COMMITMENT OF EACH PARTICIPANT TO COMMUNICATE HONESTLY THROUGHOUT THE MEDIATION PROCESS.**

1. The participants understand that the mediators may not provide legal advice. Any agreement reached by the participants may be legally binding. Therefore, each participant may wish to consult with legal counsel prior to signing any agreements.
2. The participants understand that mediation is a voluntary process; any time before an agreement is reached they may withdraw. The participants also understand that the mediators may terminate the mediation if it becomes evident that there is a failure to participate in good faith on the part of either participant or for any other reason.
3. The participants understand that mediation is not a court proceeding and that the formal rules of court and evidence will not apply. Each participant has notified the mediators of any cases or charges pending, in any court, with the other participant (s) in the mediation.
4. The participants understand that the mediator will maintain confidentiality of all information, oral or written, disclosed during mediation. We agree that we will not ask the mediators or the Conflict Resolution Center to release information discussed during intake or mediation. Nor will the mediators or Center staff be summoned into court to testify on matters disclosed during mediation or intake.
5. The participants have informed the mediators if a court-appointed representative for the child (ren) has been assigned.
6. The participants agree that all financial information pertaining to topics being mediated will be fully disclosed to the other participants. This may include a monthly budget, lists of assets, liabilities and income, tax returns, bank statements, or credit card statements.

CLIENT/DATE \_\_\_\_\_

CLIENT/DATE \_\_\_\_\_

CLIENT/DATE \_\_\_\_\_

Mediator/Date \_\_\_\_\_ Mediator/Date \_\_\_\_\_ Observer/Date \_\_\_\_\_