

*Front Range
Counseling & Mediation, PC*

Agreement to Mediate

This agreement sets forth the terms under which mediation services will be provided by Front Range Counseling & Mediation, PC and serves as an agreement to enter into mediation for the purpose of resolving our divorce, separation or parenting issues. I understand that by signing this agreement, I agree to abide by its terms for this session and for any subsequent sessions that may be held.

Participation

I acknowledge that I am entering into mediation in good faith, and will sincerely attempt to resolve the issues of this dispute. I intend to continue with mediation until we reach a full settlement of the issues surrounding our separation, divorce or parenting issues, but understand that any party, including the mediator, can withdraw from mediation at any time.

Disclosure

I agree that the success of mediation depends on complete and honest disclosure of relevant information and documents to each other and to the mediator. This includes providing to each other and to the mediator all information and documents that usually would be available through the discovery process in a legal proceeding. I understand that failure to make such full disclosure could result in any agreement reached through mediation being set aside in a legal proceeding.

Confidentiality

The success of mediation depends, among other things, on honest and open communication. Accordingly, I will treat all written and oral communications made in the course of mediation as privileged settlement discussions. However, any written agreement reached in mediation which is fully executed by all parties and attorneys of record, if applicable, may be used in any relevant proceeding unless the agreement specifically provides to the contrary.

I understand that I may not call or subpoena Front Range Counseling & Mediation, PC, its representatives, or any of its notes, records or work products to be used in any legal or administrative proceeding that arises before, during, or after the mediation of the dispute as mediation is protected under the Colorado Dispute Resolution Act 13-22-307. If at any time I choose to try to call or subpoena Front Range Counseling & Mediation, PC, its representatives, or any of the notes, records, or work products associated with this case, I understand disclosure will be strongly resisted by Front Range Counseling & Mediation, PC I agree that I will reimburse Front Range Counseling & Mediation, PC for all costs of resisting disclosure, including reasonable attorneys' fees.

I understand that Front Range Counseling & Mediation, PC and its representatives are not required to maintain confidentiality if it is discovered through the mediation process that there is reason to believe a child, adult, elderly person or animal is in need of protection from injury, bodily harm or death, or if it is discovered that there is intent to commit a felony.

Section 13-22-111(1) of the Colorado Dispute Resolution Act states that parties are not required to mediate if either party claims to be a victim of abuse by the other party and is unwilling to mediate.

The mediator may call a caucus in which the mediator will separate the parties and speak to each side individually; however, nothing disclosed to the mediator in confidence will be discussed with the other party or his/her counsel without my consent. The only exception to this is if I or the other party discloses information that would be required through the discovery process.

I agree that the mediator may discuss the mediation with my attorney, if applicable.

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Mediator Role

I understand the mediator is an impartial facilitator whose responsibility is to assist us in reaching our own settlement.

I understand the mediator may not offer legal, financial or any other type of advice and I agree to seek advice necessary for me to make informed decisions from individuals other than the mediator.

The mediator is not obligated to identify or resolve legal issues. The mediator will document what you and the other party wish, but no guarantee is made that the Courts will accept it.

I understand that Front Range Counseling & Mediation, PC, and the mediator is not responsible for any issues which I fail to raise during the course of mediation, nor are they responsible for identifying and/or resolving legal issues.

Front Range Counseling & Mediation, PC, and the mediator do not hold the authority to force or enforce agreements or to make recommendations to the court.

During the mediation process, I understand the mediator will prepare successive drafts of a Draft Settlement Agreement in the form of Colorado form JDF1115 and JDF1113 and, in most cases whenever changes have been made, distribute copies to both parties at the end of each mediation session. At the conclusion of the mediation process, I understand the mediator will provide a copy of the Draft Settlement Agreement to both parties. I understand that I am free to review the Draft Settlement Agreement with my attorney, if applicable or any other consultant before the agreement is placed in final form and signed. Any documents used and prepared by the mediator are to be ancillary to the mediation process and are not intended to constitute legal advice.

The mediator may, at the mediator's sole discretion, close the mediation session to any and all parties not directly involved in the dispute.

Fees

I agree to pay all fees associated with mediation including phone calls, written correspondence, drafting of related work products and session time at the rate of \$150.00 per hour to be shared equally between the parties to this mediation. I understand that payments for all charges are due at the end of each session. If payment is not made when due, interest at the rate of 1.5% per month will be added to the unpaid balance. In the event I fail to fulfill my promise to pay, I understand that I will be responsible for paying all fees and costs incurred in the collection process for the unpaid balance.

Cancellation Policy

I understand that there is a minimum requirement of 72 business hours (from the date of the scheduled mediation session) advanced notice of cancellation or the cancelling/no-show party will be assessed the full fee for the scheduled session.

I have read, understand, and agree to all of the provisions set forth in this Agreement to Mediate, and I agree to be bound by it.

Signature

Date

Signature

Date

Mediator

Date