

OFF-SITE MEDIATION AGREEMENT

1. AGREEMENT TO MEDIATE

- i) We, _____ and _____ have decided to attempt to settle the issue between us through the process of family mediation with the assistance of _____. This contract sets out the terms and conditions under which the mediation will proceed.
- ii) We understand that the primary goal of mediation is to help separated or divorced parties (or third parties where applicable), arrive at a suitable agreement taking into account the interests of other members of our family.
- iii) We understand the process of family mediation is voluntary.
- iv) We understand that the Mediator is not a judge, arbitrator or assessor; he or she is an impartial facilitator whose role is to help us communicate and negotiate in an attempt to resolve our issues.
- v) We understand that the responsibility for resolving our issues rests with us, not the mediator.

2. ISSUES TO BE MEDIATED

We agree to work with the mediator to seek resolution of the following issues:

- Custody;
- Care and parenting of the child/children;
- Child support;
- Spousal Support;
- Possession, ownership, equalization and division of property;
- Other _____; and
- Such other issues as we wish to resolve during the course of mediation

3. INDEPENDENT LEGAL ADVICE/REPRESENTATION

- i) We understand that the mediator will not offer legal advice to either of us so it is in our best interest to seek independent legal advice early in the process.
- ii) We acknowledge that we have been advised to seek independent legal advice if we have not already done so. We understand that this legal advice will help us to better appreciate our respective rights and obligations in resolving outstanding issues, and to better understand whether any agreement we make is reasonable and fair.
- iii) When issues are resolved, the mediator will prepare a written report for us. We acknowledge that the mediator's report is not a final and binding agreement.
- iv) We understand that if we wish to make the mediator's report into a legally binding agreement, we will need a lawyer's assistance for that purpose.

4. DISCLOSURE OF INFORMATION

We understand that the mediator will not voluntarily disclose to anyone who is not a party of the mediation, any verbal or written communication that has taken place during the mediation process. The only exceptions will include disclosure of information for:

- i) Our lawyers;
- ii) Where ordered to do so by law;
- iii) Where required to do so by law (e.g. information about a potential child protection issue);
- iv) Where information suggests an actual or potential threat to human life or safety;
- v) Research or education purposes (non-identifying information) or Program Evaluation purposes;
- vi) On written consent of both (all) of us.

5. TYPE OF MEDIATION

We understand that before we begin mediation we must agree on whether it will be Open or Closed. The mediator has explained the differences, and with that information we have selected the following:

- Closed In closed mediation, the report will summarize only those issues resolved.
- Open In open mediation, the report will summarize those issues resolved as well as outline issues that remain outstanding. The mediator shall not include any recommendations, opinions or commentary on parenting behaviors or ability.

We acknowledge that our discussions in mediation are only for the purpose of reaching an agreement regarding the issues between us. We agree not to summons the mediator(s) and/or the mediation records for any court or arbitration hearings.

6. CONFIDENTIALITY

The mediator and the parties shall keep confidential all information prepared, or provided, disclosed or exchanged during or for the purpose of the mediation.

7. Notwithstanding paragraph 6, the mediator may disclose information about the mediation
- to communicate with the parties, counsel and third parties retained by a party or counsel;
 - where ordered to do so by a judicial authority;
 - where required to do so by law, including obligations to report a child in need of protection; and
 - where the information discloses an actual or potential threat to human life or safety.

8. MEDIATION SESSIONS

- i) We feel we can negotiate with each other in an atmosphere in which we can discuss issues in an open and constructive manner. However, if either of us feels intimidated in any way when speaking honestly and freely about relevant matters, we will immediately advise the mediator and may do so privately.
- ii) We acknowledge that, generally the mediator will meet the parties in joint sessions. However, occasionally the mediator may wish to meet with on party individually. We are aware that the mediator may also wish to meet with the child/children, or any other significant third parties such as a new partner, grandparents, other relatives, and legal counsel. However, the mediator must obtain our consent before involving another person in the mediation process.

9. DISCLOSURE OF INFORMATION BY THE PARTIES

Phone: 416 – 593-5393 E-mail: info@mediate393.ca Fax: 416 593 – 1352

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We agree to make full and complete disclosure of all information, whether written or verbal, that is relevant to the issues being mediated. We understand and agree that if the mediator has reason to believe that full financial disclosure has not occurred, they may terminate the mediation process.

10. COST OF MEDIATION

- i) We agree that it is our responsibility to pay the mediator the fee determined prior to commencing mediation.
- ii) The Parties will not be charged fees for their individual intake meetings.
- iii) Thereafter, for the first six hours of mediation, the parties shall pay the mediator's fee in accordance with the use fee schedule. _____ shall pay \$_____ per hour and _____ shall pay \$_____ per hour.
- iv) After six hours of mediation, the parties may continue mediation with the mediator, but shall pay his or her standard rate, which is \$_____ per hour, plus his or her usual charges for disbursements, and retainer requirements if any.

11. The following cancellation policy applies to all cancelled mediations:

- **Notice of 48 hours or less:** all preparation time, expenses/disbursements plus a full day cancellation fee.
- **Notice of 48-120 hours:** all preparation time, expenses/disbursements plus a half-day cancellation fee.
- **Notice of five business days:** all preparation time, expenses and disbursements.

12. TERMINATION OF MEDIATION

We understand that either one of us, or the mediator, has the right to withdraw from the mediation process at any time with notice given to all participants.

13. CONSULTATION, INTERNS AND OBSERVERS

We understand that this mediation service may include interns or observers within the mediation process from time to time with our consent, The purpose for this program is to allow these students as avenue for obtaining practical experience under the supervision of the mediation service. We do however have the right to decline this process. We understand that the intern or observer has the same duty of confidentiality as the mediator.

14. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- i) We agree that neither one of us nor our lawyers acting on our behalf will initiate, or take any new steps, in any legal proceedings while the mediation is in progress. The only exceptions to this are:
 - a. Matters where we both consent prior to any action being taken;
 - b. Matters warranting an emergency order without notice.

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- ii) We agree that during these negotiations neither of us will, without the written consent of the other party:
- a. Attempt to dispose of or mortgage any property;
 - b. Incur any significant debt or;
 - c. Change beneficiaries of life insurance plans, death benefits or health insurance plans.

We acknowledge that we have read this contract. We would like to proceed with mediation in accordance with the terms set out above.

Date

Signature

Date

Signature

Date

Mediator(s) Signature

Date

Intern