

MEDIATION AGREEMENT

This Mediation Agreement (Agreement) is made by and between:

_____ and _____

(The Participants)

AND

Louis Mediation Services-Chicago, LLC

(The Mediator)

By entering into this Agreement, the Participants agree to engage the Mediator to provide mediation services. The Participants and Mediator agree to abide by the following provisions of this Agreement:

1. Role of the Mediator

- a. The Mediator's role is to provide the Participants with a neutral and impartial setting where the Participants can make decisions that are mutually acceptable.
- b. The Mediator will not make decisions for you. The Mediator's role is to help the Participants arrive at YOUR OWN, mutually agreed upon decisions.

2. Confidentiality

- a. The Mediator shall treat all information provided during the mediation sessions as confidential.
- b. There is a specific exclusion to the Mediator's commitment to confidentiality regarding allegations of child abuse or threats to the personal safety of either Participant or to the personal safety of others.
- c. The Participants acknowledge and agree that all work performed under this Mediation Agreement is covered under the provisions of the Uniform Mediation Act of the State of Illinois ("UMA"); the Participants further acknowledge that they have been provided with a written copy of the UMA.
- d. The Participants agree to neither attempt to compel the Mediator to testify nor to compel the Mediator to produce any document provided by either Participant to the Mediator. The Participants agree to defend the Mediator from any subpoenas from outside parties arising out of this Agreement or mediation. The Participants agree that the Mediator is not a necessary party in any judicial proceeding relating to the mediation or to the subject matter of the mediation.
- e. The Participants agree that if the Mediator is required to answer any such subpoena, the individual who caused the subpoena to be served agrees to reimburse the Mediator for any expenses incurred by the Mediator in resisting such disclosure, including the Mediator's legal fees, and will pay the Mediator at the Mediator's then hourly rate for any time the Mediator spends responding to the subpoena.
- f. Recording meetings and other conversations related to this agreement, whether taking place in person, or by telephone, video conference, or through any online technology (together referred to as "online meetings") is strictly prohibited. Participants pledge that no unidentified or unauthorized parties are present during online meetings.

- g. Upon the request of all Participants, the Mediator shall prepare and provide written work products to the Participants, which may include notes of mediation sessions or documentation of agreements reached in mediation sessions, commonly referred to as a “Memorandum of Understanding”. No such work products shall be prepared or provided unless all Participants agree to authorize the Mediator to do so.
- h. When the mediation process has ended, whether an agreement is reached or not, the Mediator shall destroy all notes and records made during the course of the mediation after sixty (60) days. Any Memorandum of Understanding that is prepared by the Mediator that is delivered to the Participants at the end of mediation will be retained by the Mediator for three (3) years.

3. Contact with Mediator Outside of Sessions

- a. Except as otherwise provided in this Agreement, or as may be mutually agreed by the Participants, the Mediator does not encourage private communications between one of the Participants and the Mediator outside of the mediation sessions unless the other Participant is present or has authorized the communication.
- b. Except as may be mutually agreed by the Participants, the Mediator will not read or respond to any emails from one of the Participants unless a copy has been sent to the other Participant. Phone calls, e-mails, faxes, letters or other communication with the Mediator that do occur between sessions will be charged at the Mediator’s hourly rate. However, phone calls, emails, etc. about procedural issues or billing issues will not be charged.

4. Full Disclosure

- a. It is very important for the Participants to have full knowledge of all information relevant to any decisions made in the mediation process.
- b. The Participants agree to fully and honestly disclose all relevant information and writings as requested by the Mediator and all information requested by either Participant of the other Participant to the mediation if the information is relevant to the mediation process.
- c. The Mediator will help identify what information is necessary for full disclosure.

5. Changes in Property, Other Financials & Parenting Plan (Divorce Mediations)

- a. The provisions b. through d. below shall only apply to divorce mediation.
- b. Both Participants agree that neither shall conceal the disclosure of tangible or intangible property.
- c. Neither Participant shall dispose of any assets, incur any significant new debts, make substantial withdrawals of funds from joint accounts, or change beneficiary on any insurance policies or retirement accounts during the mediation process without discussion with the other Participant.
- d. The Participants shall not to make any substantial changes in their parenting arrangements unless such changes are discussed by the Participants.

6. Separate Meetings

- a. The Mediator or either Participant may request separate meetings (otherwise known as “private

session”) when either Participant or the Mediator feels that this may be helpful for the mediation process.

- b. The Mediator shall not share any information obtained in a private session without the consent of the Participant who provided the information to the Mediator.

7. Legal Representation

- a. The Participants herein acknowledge that the Mediator is not an attorney, does not represent them and does not provide legal advice.
- b. The Participants acknowledge that they are encouraged to consult with attorneys who can advise them concerning their legal rights and the implications of various discussions and decisions that may arise during mediation.
- c. This may include the review of a Memorandum of Understanding prepared by the Mediator at the end of the mediation process, and shall include the preparation and filing of any court documents that are applicable to the outcomes sought by the Participants at the end of the mediation process.
- d. The participants further acknowledge that they are encouraged to consult with financial professionals for advice about the financial and tax consequences of potential decisions.

8. Responsibility for Decisions

- a. One of the advantages of mediation is that the Participants are able to make their own decisions instead of a third party making those decisions for them in connection with any matters that are being discussed in mediation.
- b. The Participants hereby acknowledge that decisions that are made in mediation are those made by the Participants and the Mediator is not responsible for the decisions and agreements made by the Participants.

9. Mediator Fees

- a. The fee for services provided by the Mediator is \$250 per hour, payable at the time the services are provided, and allocated between the Participants as they mutually agree. Payment by cash, on line payment (i.e. Zelle, Venmo), check or credit card is accepted.
- b. Services provided by the Mediator that are billable include:
 - i. Time spent with Participants in mediation sessions
 - ii. Time spent outside of mediation sessions to review documents provided by Participants
 - iii. Drafting of Memorandum of Understanding
 - iv. Correspondence via email, fax or mail (excluding scheduling and procedural matters)
 - v. Preparation of mediation session notes when requested by the Participants
 - vi. Time spent in discussions with other professionals engaged by either Participant concerning matters related to the mediation case, provided that both Participants must agree to the Mediator undertaking the discussion(s).
- c. The Minimum Total Fee for the services to be provided under this Agreement shall be \$250, which is equivalent to one billable hour. The Participants shall pay the Minimum Total Fee even if the billable time for total services performed is less than one hour.

- d. For divorce mediations where it is anticipated that the Mediator will prepare a Memorandum of Understanding, the Participants shall pay the Mediator a deposit of \$300 which shall be applied towards the time to be spent by the Mediator in preparing the Participants' file, providing relevant written information, and drafting the Memorandum of Understanding. This deposit is payable at the first session.
- e. There shall be a fee of \$250 (one hour) for appointments canceled less than 48 hours in advance of the appointment.
- f. In the event that the Participants choose to discontinue mediation prior to any drafting work being commenced by the Mediator, the Mediator shall refund any deposit paid, less any mediation time for which the Mediator is owed and less \$50 for the time spent by the Mediator for preparing the Participants' file and providing relevant written information.

10. Termination of Mediation Process

Mediation is a voluntary process. The Mediator and the Participants are participating voluntarily. This means that the Mediator or the Participants may withdraw from or terminate the mediation services being provided at any time and for any reason.

Consent to Mediate

The signatures below indicate that the signer has read the terms of this agreement and agrees to honor these terms.

Participant Signature	Participant Printed Name	Date
Participant Signature	Participant Printed Name	Date
Mediator Signature	Mediator Printed Name	Date