

Falmouth Mediation

“helping you resolve conflict”

AGREEMENT TO PARTICIPATE IN DIVORCE MEDIATION

We are requesting divorce mediation services from Falmouth Mediation and understand and agree to the following terms:

1. We are the decision makers in this process and the Mediator cannot impose any decisions upon us.
2. All parties here state their good faith intention to complete their mediation by an agreement. It is, however, understood that his mediation is voluntary, and either of us or the Mediator may choose to end or suspend the mediation at any time, for any reason or no reason.
3. Each of us understands the Mediator is impartial and is not representing either or both of us. We understand that the Mediator’s objective is to facilitate us in reaching our best agreement. Mediator services shall not be construed as legal advice, financial advice, therapy or any professional service other than mediation. Either of us may seek expert or legal advice at any time during the mediation. The Mediator has advised each of us to have separate, independent counsel review any agreement before we sign it.
4. We will each fully disclose all of our financial worth, income, assets, and any proprietary and beneficial interests, and current and future liabilities to each other and to the Mediators during the mediation process. We each accept full responsibility for the reasonable accuracy of the figures disclosed and understand that agreements reached will be based in part on these figures.
5. We understand that the mediation will be confidential and the Mediator will keep the details of the case and all related documents confidential. However, the Mediator reserves the right to disclose suspected abuse and plans to commit a crime to the proper authorities. The parties agree not to call the Mediator to testify concerning the mediation nor to provide any materials from the mediation in any court or other contested proceeding between the parties. In the event that any party breaches this Agreement that party shall indemnify and hold harmless the Mediator from and against all and any costs, expenses, and liabilities, including legal costs which may be incurred as a result of the breach.
6. The Mediator shall be under no obligation whatever to retain any documents or electronic records made or obtained for the purposes of the Mediation.

Signed by the parties:

Sign Name: _____

Date: _____

Print Name: _____

Sign Name: _____

Date: _____

Print Name: _____

and signed by the mediator:

Sign Name: _____

Date: _____

Print Name: _____