

RiverStone Resolutions, LLC
Navigation through Challenging Situations
(802) 277-3360
info@riverstoneresolutions.com

Agreement to Mediate

The undersigned parties (“the Parties”) have agreed to come together in a voluntary mediation with RiverStone Resolutions, LLC (“the Mediator”). The Parties and the Mediator agree as follows:

Process

The Parties have requested that the Mediator facilitate a discussion concerning the dispute between them.

The Mediator is not providing legal or other advice. The Parties are encouraged to seek legal or other advice to assist them in evaluating and understanding any issues that may arise in this process and to evaluate potential settlement options.

The Parties attending the mediation have the authority to fully settle the matter(s) in dispute.

This is a voluntary process. At any time, a Party may end the mediation for any reason. The Mediator may end the session if the mediator believes further efforts at mediation will not be productive.

Privilege and/or Confidentiality

Communications made or submitted during the process, including all written materials, shall be privileged and/or confidential to the extent permitted by law. In mediations conducted in Vermont, communications made or submitted are privileged and/or confidential to the extent permitted under 12 V.S.A. § 5715-5720. In mediations conducted in California, communications made or submitted are privileged and/or confidential to the extent permitted under California Evidence Code Sections 1115-1128.

The Mediator may disclose to the appropriate authorities information obtained during the mediation with in separate or joint meetings, concerning (1) the abuse or neglect of a child or vulnerable adult; (2) the intentional attempt to commit or commission or concealment of a crime; or (3) the risk of serious harm to an individual.

The Mediators and Parties may disclose information about the mediation to their respective attorneys, therapists (if any), and financial advisors provided that all such persons are also informed that the information is

privileged and/or confidential and is governed by the terms of this Agreement.

None of the Parties shall seek to obtain the testimony of the other concerning communications or other materials shared during the mediation process or of the Mediator or the disclosure of the Mediator's file in conjunction with any court proceeding, and further agree that if one of the Parties seeks such testimony or disclosure in contravention of this provision, that person will reimburse the Mediator for all costs in connection therewith, including reasonable attorneys fees and will compensate the Mediator for time spent at the Mediator's then current hourly rate.

Use of Executed Agreement

Agreements between the Parties may or may not result from this mediation process. Unless the Parties agree otherwise in writing, nothing in this Agreement shall prevent any party from offering an executed agreement, interim agreement or signed memorandum of understanding from the mediation to the court or an administrative agency for purposes of enforcement.

Fees

We agree to pay the Mediator for his or her time at the hourly rate of \$_____. Each party shall pay his or her proportional share of this amount.

We understand that we will be billed for the time spent in preparation for and at the appointments, in telephone conferences, and in preparing documents, and that we will be billed for necessary expenses such as postal fees, copies, faxes, and long distance telephone calls.

In the event a party cancels the mediation session on less than 24 hour notice to the Mediator, then that Party shall pay the Mediator a cancellation charge equal to half of the time charges for the time reserved. If both parties cancel a scheduled mediation session on less than 24 hour notice to the Mediator, then each Party shall pay the Mediator half of the cancellation charge.

This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument

Name
Date:_____

Name
Date:_____

Name
Date:_____

Name
Date:_____