**Mediation Agreement**

 It is my intention to discuss our parenting agreement in mediation. I agree to participate in good faith, meaning I will share all information, listen carefully, consider options, and keep any agreements made in mediation. I understand that mediation is a voluntary process and that I may choose to leave at any time. I do not have to agree to any proposed agreement. I will only make agreements that I am willing to carry out. I understand that participating in mediation does not prevent me from using the legal system. By mediating I wish to reach agreements that will be fair and equitable to us both.

Therefore, I agree:

1. **Confidentiality**
	1. I understand and agree that all mediation communications are privileged under the Washington Uniform Mediation Act RWC Chapter 7.07, meaning that they cannot be used as evidence in a hearing or trial before a court, government agency, legislature, or arbitrator, with exceptions listed below. All communications made during or in connection with the mediation which are related to the dispute, and all materials in the case file of the mediator shall be and remain confidential. Neither party will call the mediator as a witness in any judicial proceeding. I agree that in the event that the mediator is requested to testify or otherwise disclose privileged information by myself or my agents, that I will be liable for fees for the mediator’s time, legal fees and court cost incurred by the mediator in defending privilege and confidentiality according to Washington Law.
	2. Individual Conversations

 Individual communications by phone, email, in writing, or in person between the mediator and any party to this mediation are confidential and will not be disclosed to the other parties without consent.

* 1. Exceptions
	+ Any written agreement signed by both parties unless the agreement includes a confidentiality clause.
	+ Each person participating in mediation may consult with an attorney, mental health professionals, and/or CPA regarding mediation issues, as these professionals are bound by confidentiality rules.
	+ Each party may select one support person that they may speak to about the mediation process.
	+ Illegal Activity
		- Threats of bodily injury or crimes of violence.
		- Plans to conceal or conduct criminal activity.
		- Admission of abuse or neglect of a child or other vulnerable person.
		- Claims of professional misconduct or malpractice during the mediation.
1. **Full Disclosure**

I agree to provide full and complete disclosure of all relevant and material property and financial matters necessary to reach a just agreement in family mediation. I understand that failure to provide such disclosure may result in termination of the mediation process, make the agreement void, and/or subject myself to allegations of perjury. I agree to come to come to each mediation session prepared with all of the documents requested by the mediator. If I cannot provide them, I will notify the mediator and reschedule the session once the documents have been obtained.

1. **Attendance At Sessions**

Joint sessions are scheduled for a two hour block of time. The number of sessions required to reach agreement varies with the number and complexity of the issues to be decided. Because mediation is a voluntary process, each party has the right to terminate mediation at any time and for any reason, as does the mediator. All parties agree to appear on time for the session(s). The full session fee will be charged regardless of the start time, as detailed in the Fee Agreement, and failure to attend a session will result in that party being responsible for the entire session fee as set out in the Fee Agreement.

1. **Consultants and Support Persons**

Either party may have a consultant or support person in attendance during a mediation session, with the agreement of the other party, at the discretion of the mediator. The consultant or support person’s participation will be limited to a support role and the individual will be subject to the Uniform Mediation Act and this agreement, and must sign below.

1. **Children**

With the agreement of both parties and the mediator, children of appropriate ages may participate in mediation in regard to the portion of parenting plan which is relevant to them. Children participating in mediation must be accompanied by a support person not involved in the mediation who can supervise them when they are not in session.

1. **Attorneys**

I understand that the mediator is neutral, and will not act as an advocate for either one of us, nor give legal advice. I acknowledge that the mediator has advised me to consult with an attorney should I have any legal questions as to my rights and responsibilities. I also understand that I may retain an attorney at any point in the mediation process and may request council review of settlement documents prior to signing.

1. **Court Filings**

I understand that the mediator will not represent me in court and does not file court documents. We may file our final mediated agreements with the court ourselves or have an attorney file them for us. I further agree that during the mediation process neither I nor my attorney will file any new motions to court without first consulting with the mediator.

1. **Written Agreements**

I understand that it is my responsibility to review the written agreement for accuracy and completeness, and to correct any errors or omissions prior to signing any agreement. I understand that it is my right and responsibility to obtain individual legal review and counsel prior to signing any such agreement. The mediator will work with my attorney to negotiate and/or incorporate any suggested changes. The mediator is not responsible or liable for any errors or omissions, and makes no representation as to the legality of the agreement. I understand that I will be billed for the agreement and that all fees, as outlined in the Fee Agreement, must be paid prior to receiving the final document(s). I may decide to waive the right to have counsel review the document and may sign an agreement which may make it legally binding.

1. **Other**

I understand and agree that this agreement to mediate, and any other agreements signed in mediation may be upheld by the court as legally binding contracts, and as such are admissible in court and not subject to the limitations of confidentiality or privilege.

I understand that all mediation communication other than written, signed agreements are confidential and privileged. I will not disclose any mediation communication other than signed agreements to any person other than those specified in this agreement, or to the court, without the written consent of all parties to this agreement.

I have read this agreement and discussed any questions or concerns with the mediator and attorney if I wish. I have been given a copy of this agreement, and I understand that I may discuss any part of this agreement with the mediator at any time. Any changes to this agreement will be discussed and signed by all parties.

Understanding this agreement, I will abide by its conditions. I choose to enter into mediation in good faith with the person(s) named below and with Laura A. Hall of Hall Mediation Services acting as our mediator.

Support Person for:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Support Person for:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signatures:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Laura A. Hall, Certified Mediator

[ ] There are no other parties to this agreement, which is limited to three pages