

Stacey Shuster, Ph.D.

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Agreement To Mediate

This agreement is made on _____, ____, 2016, between _____ and _____, ("Parties"), and Stacey Shuster, ("Mediator") because Parties want to reach agreements regarding issues they are facing together. Signing this agreement indicates that the mediation process was explained. The Parties agree as follows:

1. The Parties agree to abide by the rules and guidelines established in the Mediation. The Mediator is not acting as a judge and has no power to decide issues or make decisions for the Parties. The Mediator's role will be to assist in the negotiation by facilitating the communication between the Parties. The Mediator is a neutral and unbiased intermediary who will not act as an advocate for any one party.
2. Dr. Shuster is a Psychologist-Mediator. She is not an attorney and will not be a legal representative or advocate for either of the Parties, thus is not providing legal advice or counsel or other protection. Any information the mediator provides concerning the law(s) relating to the issues being mediated is not given with the Parties' individual interests in mind. Parties are advised and encouraged to seek independent legal counsel to advise them as to their legal interests, rights and obligations, at all stages of the proceedings and particularly before signing any final agreement.
3. The mediation process is entirely voluntary and either Party may terminate it at any time.
4. Parties agree to pay Mediator the fee of \$_____ per hour. Unless otherwise agreed upon, the parties shall pay a retainer of \$_____ in advance towards any expenses incurred in the process. Fees are charged for time spent with the Parties in the mediation sessions, time required to review documents, to conduct appropriate research and to prepare the proposed mediation agreement (Memorandum of Understanding), telephone calls, emails, and/or other work in furtherance of the mediation. Parties shall be jointly and severally liable for Mediator's fees and expenses. As between the parties only, responsibility for mediation fees and expenses shall be _____. When the amount of the retainer falls below \$500, the Mediator will notify the Parties and ask that they replenish the amount

the mediation process. The hourly fee is subject to an annual five percent (5%) increase commencing one year from the date of this agreement. The parties understand that they shall be responsible for one hour of Mediator's time for any appointment which they do not attend and do not provide at least 48 hours' advance notice of the cancellation.

5. Costs and disbursements are to be paid by Parties. This includes, but is not limited to, costs incurred for photocopy, fax, and expert consultants.

6. It may become necessary during the mediation to engage the services of an expert consultant for such matters as taxes or valuations of properties. Parties and Mediator will discuss the nature of services to be performed and the cost before they are obtained. Such services will be paid for in advance by Parties.

7. If Parties fail to make payments due, Mediator may terminate services. If legal action is taken to obtain these fees, Parties agree to pay reasonable attorney's fees and costs. Parties promise to address with Mediator all questions or objections about any billing statement within 10 days of receipt or accept it as correct. There shall be a 1.0% monthly late payment charge on amounts unpaid for more than thirty days.

8. The mediation process is based upon good faith negotiations and the parties intend to be honest, fair and equitable. Therefore, it is agreed that there will be a complete and honest disclosure of all information and documents necessary to reach an informed decision regarding all aspects of the divorce including, but not limited to, financial statements, budgets, income tax returns, appraisals, etc. All such information shall be disclosed and made available to each of the Parties upon request. In addition, Parties agree not to dispose of or encumber any assets without the consent of the other.

9. The parties acknowledge that mediation is a non-adversarial, cooperative process. Therefore, they agree to suspend all litigation during mediation and will give reasonable notice to the other before commencing legal action.

10. The mediator is authorized to discuss information obtained in any joint session with the attorney for either of the Parties.

11. If either of the Parties fails to abide by this agreement, or Mediator feels that mediation is no longer appropriate, she may terminate the mediation.

12. Communications between Parties and with the Mediator are confidential, pursuant to California Evidence Code §§ 1115-1128, subject to the limitations specified in Paragraph 13. Parties agree that the Mediator will not be called as a witness by either of them to testify in court (Pretrial, Trial or Post-trial modifications) or any other proceeding whether or not the mediation results in an agreement.

13. The Mediator shall report and not maintain as confidential any information concerning child abuse, suicidal or homicidal intent, as well as information concerning the commission of a crime of violence. Any of these conditions would trigger mandatory reporting on the part of the Mediator to the appropriate authorities.

14. At the conclusion of the mediation a Memorandum of Understanding may be prepared by the Mediator. Parties will review that agreement and sign it if it is accurate and correct. It is not intended that the Memorandum be a legally binding document. Each party will submit the Memorandum to his or her own independent attorney for review and one of their attorneys will prepare a final and binding agreement incorporating the Memorandum of Understanding and any additional matters required to make the agreement legally complete. Parties understand that without such legal review and advice they may be giving up legal rights to which they are entitled or may incur risks of which they are unaware.

Party

Party

Stacey Shuster, Ph.D.