

Agreement to Mediate

The undersigned agree to voluntarily participate in mediation conducted by Aaron Carnine (the “Mediator”). Mediation is a process in which the Mediator assists the Parties in trying to reach agreement about the issues related to separation and divorce in a collaborative, consensual and informed manner. The Parties agree and understand as follows:

1. **ROLE OF MEDIATOR.** The mediator is a neutral facilitator. The Mediator is a licensed attorney but will not serve as an advocate for any party, make judgments about who is “right” or “wrong,” or impose any decisions on the parties. The Mediator is not a judge or arbitrator and cannot impose any decisions upon the Parties. The parties recognize that the Mediator is an Attorney, but not your Attorney. The Mediator is not giving legal advice and not analyzing or protecting any Party’s legal rights in the mediation process.
2. **LEGAL AND PROFESSIONAL ADVICE.** Mediation is not a substitute for independent legal, financial or other professional advice. All Parties are advised to seek other professional and legal advice during the mediation before finalizing any agreement reached at mediation. The mediator does not give legal advice, and does not protect any party’s legal rights in the mediation process. The Mediator acts only in the role of a mediator and not in any other professional capacity.
3. **JOINT & SEPARATE SESSIONS.** Both joint and private sessions may be used by the Mediator to assist in facilitating resolution. The Parties and the Mediator will determine what information is shared from private session with other Parties. Any Party may request a private meeting or have private discussions with the Mediator as necessary.
4. **CONFIDENTIALITY.** To encourage and protect the candid exchange of information and ideas, the mediation is a confidential proceeding. The Mediator will keep the details of the case and all related documents confidential and will not reveal anything discussed in mediation without the permission of all participants except:
 - a. if anyone is in danger of bodily harm or makes threats to harm anyone;
 - b. for previously unreported cases or suspicion of child or elder abuse;
 - c. for the purposes of professional supervision;
 - d. in general, non-identifiable terms for training or program evaluation;
 - e. with written releases from all parties and the agreement of the mediator(s);
 - f. in a disciplinary action or an action brought by any party against the Mediator;

- g. within the confines of the company for administrative and training purposes.

5. **VOLUNTARY.** Although you have been ordered to attend mediation, any agreement that you reach is voluntary. Any party may decide to stop the mediation at any time for any reason. The mediator may also determine that it is not possible or beneficial to resolve the issues through mediation or to continue the mediation process and may choose to terminate the mediation at any time by notifying the participants. The parties do not give up their right to explore other resolution processes if they do not agree to a resolution in mediation.

6. **DISCLOSURE OF FINANCIAL INFORMATION.** Each Party agrees to fully and accurately disclose all income, assets, debts and finances as necessary in facilitating mediation resolution. The Parties may each consult professionals as advisors, but each of the Parties accepts full responsibility for the reasonable accuracy of the financial disclosure. During the mediation process, the Parties agree not to conceal financial information. Changes in property or finances may require the approval of the court.

7. **FEE AGREEMENT.** The mediator's rate for mediation is \$200.00 per hour for all time spent in conducting the mediation, which includes in-person meetings or telephone calls, contact with any third parties such as attorneys, drafting of documents, and other substantial work. We each agree to pay a total of \$300.00 prior to the first day of mediation. We also agree that each of us shall be jointly and severally liable for the mediator's fees and expenses. Fees can be paid online through the firm's website at www.illinoisfirm.com in the *contacts* section using LawPay. Unbilled time will be refunded equally.

8. **MEDIATORS DISCLOSURE.** The mediator is the owner and developer of OurChildInfo.com (OCI). OCI is a permanent messaging system specifically devoted to communication by two parents after the family case ends. Usage by the parties is voluntary.

9. **RELEASE OF DOCUMENTS.** This Agreement to Mediate, any Fee Agreement, and any Memorandum of Understanding as well as any documents produced by the parties for use in mediation may be used by the Parties in subsequent relevant proceedings.

10. **RECORDS.** The Mediator will return or shred documents provided by the Parties within a reasonable time after the mediation is completed. The Mediator will retain only the completed Intake Form(s), any updated contact information, any Final Memorandum of Understanding produced, Billing and Payment information, this Agreement, any

Releases of Information, and any other similar administrative documents and information in the file. Mediation forms are available at the forms section of www.carnine.net.

11. **TESTIMONY AND RECORDS.** The participants agree that they will not at any time before, during, or after mediation call the mediator as a witness, subpoena or demand the production of any records, notes, work product or the like that the mediator produces, in any legal or administrative proceeding concerning the mediation. If a participant seeks to do so, that participant will indemnify the mediator as to all costs in connection therewith, including attorney's fees, and will compensate the mediator for time spent, such compensation to be at the mediator's then current hourly rate. Compensation and indemnification to the Mediator includes fees and costs incurred in quashing Subpoenas or fees related to keeping the Mediator from appearing.

12. **SEVERABILITY.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The terms of this Agreement to Mediate shall be governed by the laws of the State of Illinois.

13. **REVIEW OF MEMORANDUM OF UNDERSTANDING.** Each of the Parties is strongly encouraged to review the Memorandum of Understanding with attorneys, financial advisors, and any other consultants or experts before having one or more attorneys prepare any final legal documents for filing with a court.

14. **RESOLUTION.** All terms of a settlement are non-binding until they are put into a written agreement and signed by all parties, or, in the case of a divorce, until an order is entered by the court. Any mediated agreement may affect the legal rights of the parties. Each party to the mediation should have any draft agreement or memorandum of understanding reviewed by independent counsel prior to signing the agreement or having the document drafted for court filing by an attorney.

15. **PARTIES' INTENTIONS.** We sincerely intend to resolve the conflicts and issues arising out of the separation through mediation. We intend to attempt to avoid the bitterness and frustration that often occurs during the transition of a relationship by engaging in a process that allows for open communication and joint decision-making. We are choosing mediation with the intent to create an agreement that settles major areas of differences of opinion that include the allocation of property, decisions related to finances and support, and where appropriate, all issues related to the children. We intend for any agreement that we reach shall to be fair and to represent the interests of both of us.

_____ Name (printed)	_____ Signature	_____ Date
_____ Name (printed)	_____ Signature	_____ Date
_____ Aaron Carnine Name of Mediator	_____ Signature of Mediator	_____ Date