

Mediation Agreement

The parties to this mediation agreement are _____, the Petitioner, and _____, the Respondent, (referred to in this agreement as the “Parties”) and Caroline D. Davis, the mediator (referred to in this agreement as “the Mediator”).

The Parties are entering into mediation to attempt to avoid the need for a hearing or trial on their family law dispute. The Parties understand and agree that the Mediator is not acting as the attorney or counselor or advocate for either Party in the course of the mediation process. The Parties understand that they have the right to independent representation by an attorney during the mediation process. The Parties understand that the Mediator is not there to decide the case but her role is to facilitate the Parties discussion of all possible outcomes and to assist the Parties in trying to reach an agreement.

Both Parties agree that the mediation process is confidential. If the Parties reach a successful resolution in mediation, that agreement shall be put in writing pursuant to Court Rule 2 (a) and signed by all Parties. The written agreement is not confidential but the process of reaching the agreement is confidential. The Parties agree that the Mediator will not be called as a witness at trial nor will her notes be subject to discovery. The Washington statutes governing mediation include RCW 26.09.015, 5.60.070 and 7.07.

The Parties agree that the Mediator will not draft the court pleadings if an agreement is reached, but may refer the Parties to independent attorney(s) if the Parties are not represented at the time of mediation.

The Parties agree to exchange written materials with one another and the Mediator in advance of the mediation at deadlines agreed upon in a letter sent out by the Mediator. The Parties agree that they will openly and honestly disclose all property, debts, and assets in the mediation materials they submit. One Party shall not talk alone with the Mediator in advance of the mediation about any substantive issues except as needed to answer routine screening questions posed by the Mediator. E-mails sent by one Party to the Mediator regarding scheduling arrangements shall be copied to the other party.

Either Party or the Mediator has the right to stop the mediation process at any time. The Parties have a right to have their attorneys present at mediation. The attendance of any other third party at the mediation must be agreed to by all sides, including the Mediator, in advance of the mediation.

The Mediator shall charge at the rate of \$200 per hour for the mediation itself and the time spent reviewing the Parties’ written materials. The Parties shall pay the Mediator an agreed upon deposit in advance of the mediation and the balance of the fee in full at the conclusion of the mediation. The Parties agree that the Petitioner is responsible for 50% of the fee and the Respondent is responsible for 50% of the fee unless agreed otherwise in advance of the mediation or set by court order. In the event the Parties fail to pay the Mediator’s fee in full at the conclusion of the mediation, the Parties agree that interest on

the unpaid balance shall accrue at 1% per month equaling 12% per year and that both parties are equally responsible for the amount due.

If the Parties cancel the first mediation with less than 2 business days notice, they shall pay a \$250 non refundable fee to the mediator.

Dated this _____ day of _____, 20__ .

Petitioner

Respondent

Caroline D. Davis, Mediator

Attorney for Petitioner

Attorney for Respondent