



**NINTH JUDICIAL ADMINISTRATIVE DISTRICT
OFFICE OF DISPUTE RESOLUTION
GUIDELINES FOR MEDIATION**

STYLE OF CASE: _____ CIVIL ACTION FILE# _____
ADR RULES

Mediation is a non-adversarial process which is most effective if the parties involved work within the following guidelines:

1. The parties understand that the purpose of the mediation is to find a mutually acceptable resolution of the issues they bring to each session. The mediator will lead negotiations to assist in developing a settlement that is acceptable to the parties. The mediator does not make decisions for the parties.
2. For mediation to be successful, open and honest communication, negotiations and statements are essential. By signing this agreement, the parties agree to make complete and accurate disclosure of all matters relevant to the process of settlement. This includes providing each party and the mediator with all relevant information which would be available in the discovery process in a legal proceeding. If a party deliberately withholds information or supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.
3. Information gathered in the mediation process is confidential and privileged. All such communications by the parties shall be treated as strictly confidential by the mediator and the parties. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure.
4. In order to maintain confidentiality, the parties, by this agreement, agree not to call the mediator nor any member of the mediation staff or court designee to testify as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials in his/her/their possession developed for or in the course of this mediation. To the extent that the law permits such discovery from the mediator, the mediation staff or court designee, the parties hereby waive their rights thereto.
5. Nothing in this agreement shall be construed to prevent or excuse the mediator from reporting such crimes, imminent threats of bodily injury or abuse to a child or a party, or such other matters as to which the law imposes a duty to report.
6. It is expressly understood by the parties that the mediator does not offer legal advice in this mediation and is not functioning as an attorney whether or not the mediator is in fact an attorney. In this mediation, the mediator's role is to aid the parties in seeking a fair agreement in accordance with their respective interests. The construction of a proposed agreement and any question of law should be referred by the parties to their own legal counsel. All parties are encouraged to have an independent attorney look over any completed agreements. A completed stipulation form will incorporate all issues agreed upon. ***All parties further agree that unless and until an agreement/memorandum of understanding is reduced to writing AND signed by all parties present, it is not final and binding on the parties.***

7. The mediator is not liable for the results of the mediation. Any agreement written is the agreement of the parties to the mediation. The mediator in a court-annexed program shall not be held liable for civil damages for any statement, action, omission or decision made in the course of the mediation process unless that statement, action, omission or decision is (1) grossly negligent and made with malice, or (2) is in willful disregard of the safety or property of any party to the mediation process.

8. By signing this agreement, all parties acknowledge they are under court order from the _____ County _____ Court, to mediate. All agree to participate in good faith, in each scheduled mediation session. All parties agree to work toward resolution of the issues. Should it be impossible, however, to reach an agreement through mediation, all parties understand the case will proceed in a regular fashion through the court process.

9. I understand that payment shall be made to the mediator at the time services are rendered at the rate of _____ per hour.

10. By participating in the mediation session, I, by my signature, affirm that I have the capacity to conduct good-faith negotiations and to make decisions for myself, including a decision to terminate the mediation if necessary.

I have read (or have been read) and understand the above guidelines for mediation. I understand that neither the mediator, mediation staff, nor court designee shall provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice. I further understand that by signing this agreement I am agreeing that I will not subpoena the mediator, mediation staff, or court designee to testify in this or any subsequent court action. Likewise, I will not subpoena any documents resulting from this mediation. By signing this waiver to mediate, I agree that I will not violate confidentiality by using any type of recording device or digital camera including, but not limited to, telephone camera, tape recorder, video recorder or any other type of recording device.

Signature

Date

Counsel*

Date

Signature

Date

Counsel*

Date

Other (Title)

Date

I, _____, an observer of this mediation, agree to the terms of confidentiality in this agreement.

Signature

Date

*Signature of counsel is only necessary if counsel is present.