

**JACK D. LOVE, LMFT
FORENSIC FAMILY SERVICES**

AGREEMENT TO MEDIATE FAMILY AND INTERPERSONAL DISPUTES

This agreement is made by _____ and _____, hereinafter referred to as PARTIES, and Jack D. Love, LMFT, hereinafter referred to as the MEDIATOR. The PARTIES agree that they are entering mediation in order to reach an agreement with each other regarding differences or issues between them. The PARTIES acknowledge that each has received an explanation of the purposes and objectives of mediation, the principles upon which it operates, and that they intend to be honest, fair, and cooperative throughout the mediation process.

We understand and agree to the following:

1. The mediation process is entirely voluntary, and any party can withdraw from this mediation at any time, for any reason.
2. The mediation shall be conducted by Jack D. Love (MEDIATOR). The PARTIES will abide by such mediation rules and guidelines as may be established by the MEDIATOR. The MEDIATOR may terminate the mediation process if he determines the process is no longer appropriate, or any of the PARTIES are not negotiating in good faith.
3. The PARTIES agree to pay the MEDIATOR's standard hourly rate (minimum charge is .2 hours), subject to change with advance notice. Payment shall be made at the time of each meeting. Additionally, the PARTIES agree to maintain a minimum refundable retainer balance equal to five (5) hours at the standard hourly rate to cover the cost of other services provided. The hourly rate is applicable for time spent with PARTIES in mediation and for time required to study documents, do needed or appropriate research, and to prepare any written agreement or memorandum of understanding resulting from the mediation. The PARTIES will be charged a fee of one hour at the standard hourly rate for canceled or missed sessions unless notice of cancellation is received 48 business hours prior to the scheduled meeting. The PARTIES agree to share the fees in the following manner:

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4. Communication between PARTIES and between PARTIES and the MEDIATOR is confidential, subject to the limitations specified below. The PARTIES understand that the provisions of the California Evidence Code apply to this mediation. This means that everything said in, and all papers prepared for or during the mediation, cannot be used in any civil lawsuit or proceeding unless all PARTIES and the MEDIATOR consent to disclosure. However, this Agreement to Mediate is not confidential, and the PARTIES waive any right to claim that it is subject to the confidentiality applicable to the mediation.

5. Under California law certain circumstances require a mental health professional to break confidentiality: a) If a PARTY may be an immediate danger to self or another. b) If a PARTY may be endangering another who cannot protect themself, as in the case of a child, a person with a disability, or elder abuse. The PARTIES and MEDIATOR acknowledge that once such allegations are reported, mediation can continue if all PARTIES agree.
6. The PARTIES shall not call the MEDIATOR to testify in any litigation, administrative proceeding, arbitration, or any other proceeding, nor introduce into such proceedings any information obtained during the mediation process and shall not try to compel the production of any of the MEDIATOR's records.
7. The MEDIATOR is not a judicial officer of the State, nor is he acting as a lawyer or representative for any of the PARTIES involved in the mediation process and therefore is not providing any legal protection for one side or the other. The MEDIATOR will not represent either of the PARTIES as a counselor or advocate or in any other manner undertake to represent or counsel either of the PARTIES in a legal or other proceeding. In the event that the MEDIATOR gives any statement concerning the law(s) affecting the issues being mediated, the PARTIES understand that it is not given with their individual interest in mind, and they are hereby advised to seek independent legal counsel to so advise them.
8. The mediation process is not psychotherapy or counseling. The MEDIATOR is not acting as a psychotherapist and will not provide formal psychological assessment or psychological treatment.
9. The PARTIES agree to suspend any pending litigation relating to the topics being mediated during the remainder of the mediation. Each party promises to inform and confirm with the other before commencing any further legal action.
10. At the conclusion of the mediation, the MEDIATOR may prepare a Memorandum of Understanding, which is NOT intended to be a legally binding document. The PARTIES shall review that Memorandum and sign it indicating their understanding that it accurately reflects the agreement reached by them. If the PARTIES desire a legally binding agreement, they each agree to submit the Memorandum of Understanding to an attorney of their choice for review and that one or the other's attorney will prepare a final written, legally sufficient, and binding agreement incorporating the terms of the Memorandum and such additional matters as the attorneys determine are required in order to make the agreement legally complete.

SIGNED _____ DATE _____
 (CLIENT)

SIGNED _____ DATE _____
 (ATTORNEY)