

MEDIATION AGREEMENT

The Parties agree as follows:

1. **Appointment:** To appoint One Mediator, Inc. dba "Christian Mediations" to act as mediator (the "Mediator") in the case/dispute referred to as _____.

2. **Reservation and Deposit:** A deposit equal to the Mediator's fees for the number of hours reserved for the actual mediation session must be received by the Mediator within five (5) business days of reserving the time and date for your mediation. The deposit will be allocated equally among the parties, unless otherwise agreed, and invoiced directly to the responsible law firm or party in pro per. When the full deposit is received in a timely manner, the session is deemed confirmed. In the event all parties have not paid their pro rata share of the deposit within the five (5) day period, the scheduled mediation session will be vacated and will be made available to others for booking. All fees are the joint and several liabilities of each party and their respective legal counsel.

3. **Cancellation:** Cancellation notifications received less than twenty one days (21) days before the scheduled mediation session shall be subject to a cancellation charge. Any confirmed appointment that is cancelled within twenty one days (21) days of the confirmed date, or any case that settles where the parties fail to notify the mediator within twenty one (21) days of the confirmed date, shall pay a cancellation fee equal to the deposit for the cancelled date. The Mediator shall refund fees for any mediation hearing day which is rebooked to the extent of fees earned on that day.

4. **Postponement:** Postponement notifications received less than fourteen (14) days before the scheduled mediation session shall be subject to a postponement charge. There will be a \$250.00 postponement charge to any party requiring a change to a confirmed appointment.

5. **Balances Due, Late Fees, and Credits:** In the event the total fees charged by the Mediator exceeds the initial deposit, a final balance due will be allocated equally among the parties, unless otherwise agreed, and invoiced directly to the responsible law firm or party in pro per. Final payment shall be due upon receipt of the invoice. Parties that fail to pay the final balance due within thirty (30) days of the invoice date will be charged a late fee of \$100.00 or 10% of the amount owed, whichever is greater. Beginning one calendar month from the date of the invoice, parties will be charged interest of 1% per month on the total amount owed. In the event the total fees charged by the Mediator are less than the initial deposit, the credit balance amount will be allocated equally among the parties, unless otherwise agreed, and refunded directly to the responsible law firm or party in pro per within five (5) business days of concluding the mediation.

6. **Disclosures, Impartiality and Agreements:** The parties and their counsel represent that they have disclosed the existence of any significant contacts and/or relationships between them and the Mediator. The parties acknowledge that the Mediator is impartial and cannot act as advocate, representative or counsel for any party and has no

authority to make binding decisions, impose settlements or require concessions from any party. In this regard, no attorney-client or fiduciary relationship is created between any participant and the Mediator. In the case of divorce mediations, the parties expressly acknowledge, understand and agree that the Mediator is not a certified family law specialist, family law practitioner, or marriage and family counselor. It is further understood and agreed that any agreements which may be reached between the parties as a result of the mediation process shall be embodied in a separate written agreement between the parties, prepared by or with the assistance of their respective counsel. The parties expressly understand and agree that the Mediator shall not prepare or file any legal documents with the Court. All Marital Settlement Agreements or other documents necessary to be filed with the Court shall be prepared, reviewed and/or finalized by counsel for the parties and not by the Mediator.

7. **Scope:** The scope of services to be provided by Mediator under this agreement is mediation with the intent of resolving issues related to dissolution of marriage.

8. **Full Disclosure:** Each party agrees to fully and honestly disclose all relevant financial and other information and writings and all information requested by any party of the mediation if the Mediator determines that the disclosure is relevant to the mediation discussions.

9. **Confidentiality and Immunity:** To enable the parties to discuss all aspects of their dispute freely and to enable the Mediator to most effectively assist the parties in resolving their dispute, the parties agree: (1) all communications, negotiations, and settlement discussions in connection with scheduling, conducting or finalizing a mediation are confidential; and, nothing said or disclosed to the Mediator shall be admissible or discoverable in any subsequent proceeding, unless independently discoverable from some source outside of mediation; (2) the Mediator shall have the same common law and/or statutory immunity as judges and arbitrators from suit for damages or equitable relief; (3) at no time shall the Mediator be called in any legal or administrative proceeding to produce notes or documents related to his mediation services or to testify concerning any such notes or documents or as to his thoughts, research, opinions, conclusions or impressions. The Mediator may conduct any conference pursuant to this Agreement by telephone, facsimile, email or other means of communication.

10. **Limited Liability, Release and Indemnification:** The participants hereby agree to release the Mediator from any and all claims arising out of their failure to reach agreement or their decision to enter into any agreement or any other aspect of the mediation process. Further, the Mediator makes no representation that the participants will reach an agreement on any of the issues, disputes or controversies discussed in the mediation. Any party who brings any claim, action or proceeding of any nature against the Mediator or who seeks to have the Mediator testify shall be responsible to indemnify the Mediator for any expenses, loss or damage incurred, including, without limitation, loss of Mediator's time, attorneys' fees, expert costs and other out-of-pocket expenses incurred in connection with such claim, action or proceeding brought by such participant.

11. **Legal Services Excluded:** All of but not limited to, the following legal services will be excluded by the Mediator under this agreement: Mediator will not offer legal services

pertaining to divorce beyond the mediation, insurance related legal issues, tax related legal issues, real estate related legal issues, bankruptcy related legal issues or any other legal matter. Mediator will not file any pleadings or documents with the Court. The parties are notified of the need to obtain independent legal representation to file documents with the court, including but not limited to, the final judgment of dissolution.

12. **Complete Agreement:** This is the complete agreement between the below signatories to this Agreement. It supersedes all prior oral and written agreements between the below signatories with regard to the case identified in ¶ 1.

13. **Dispute Resolution:** If there is any dispute regarding the Mediator's fee or any other matter pertaining to the Mediator's involvement in this Mediation, the parties agree to settle the subject dispute by mediation and, if necessary, legally binding arbitration in San Diego, California, before a mutually agreeable mediator and/or arbitrator, which shall be conducted pursuant to the California Arbitration Act. If the parties are unable to decide on a mediator and/or arbitrator, they agree that, upon application, the San Diego Superior Court shall appoint a mediator and/or arbitrator. The undersigned understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against the Mediator.

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14. **Counterpart and Faxed Signatures:** This Agreement may be executed in counterpart. The parties agree that faxed signatures shall be deemed original for all intents and purposes.

_____ Dated: _____
Name: _____

_____ Dated: _____
Name: _____

ONE MEDIATOR, INC., a California Corporation dba "Christian Mediations"

Name: Matthew W. Argue
Title: Principal/Mediator