

**HARRIS-PEARSON & PEARSON  
FAMILY MEDIATION**

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**AGREEMENT TO MEDIATE**

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_  
(hereafter referred to as the parties) and HARRIS-PEARSON & PEARSON FAMILY MEDIATION (hereafter referred to as the mediators). The parties have entered into mediation with the mediators with the intention of reaching a consensual settlement of their dispute regarding \_\_\_\_\_. The provisions of this agreement are as follows:

1. The mediators are neutral facilitators who will assist the parties to reach their own settlement. They will not make decisions about “right” or “wrong” or tell the parties what to do.
2. Mediation is not psychotherapy or counseling, nor is it intended to be a replacement for such services.
3. The mediators do not offer legal advice nor do they provide legal counsel. Each party is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and obligations.
4. It is understood that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential. Therefore:
  - a. The mediators will not reveal anything discussed mediation without the permissions of both parties. It is understood that they are not required to maintain confidentiality if they have reason to believe that a child is in need of protection or if either party is in danger of bodily harm.
  - b. The parties agree that they will not at any time, before, during, or after mediation, call the mediators or anyone associated with HARRIS-PEARSON & PEARSON FAMILY MEDIATION as witnesses in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediators or anyone associated with HARRIS-PEARSON & PEARSON FAMILY MEDIATION, that right is hereby waived.
5. It is understood that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the parties to the other and to the mediators of all-relevant information and documents. This includes providing each other and the mediators with all information and documentation that usually would be available through the discovery process in a legal proceeding. If either party fails to make such full disclosure, the agreement reached in mediation may be set aside.
6. While both parties intend to continue with mediation until a settlement agreement is reached, it is understood that either or both parties may withdraw from mediation at any time. It is agreed that if one or both parties decide to withdraw from mediation, best efforts will be made to discuss this decision in the presence of both parties and mediators.
7. If the mediators determine that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the parties and confirmed in writing.
8. When an agreement is reached, the mediators will prepare a Memorandum of Understanding. Each party is advised to review this with his/her own attorney before the agreement is placed in final form and signed.

9. Non-Transfer of Property. Neither party will transfer, encumber, conceal or in any other way dispose of any property except in the usual course of business or for the necessities of life. Proposed transactions by either party in the regular course of business and for any other purpose affecting 10% or more of the total assets of a party shall be reported to the other party not less than ten (10) days in advance of the transaction contemplated.

10. The parties agree to share the cost of mediation according to the terms of the attached Fee Agreement.

I have read, understand and agree to each of the provisions of this agreement.

I have read, understand and agree to each of the provisions of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For HARRIS-PEARSON & PEARSON FAMILY MEDIATION

\_\_\_\_\_  
Douglas Pearson, Ph. D

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Colleen Harris -Pearson