

**UTAH MEDIATION SERVICES
MEDIATION AGREEMENT**

Mediation through a Utah Mediation Services professional mediator (“Mediator”) is provided only under the terms and conditions of a signed agreement; Mediator will provide no services without a signed agreement. Carefully read this agreement and, if needed to fully understand what this agreement means, seek legal or other advice. If you agree to the terms, conditions, and requirements of this agreement, please sign in the space provided at the bottom of this page to show your agreement.

1. In your own words, the dispute is about: _____
_____.

2. All parties agree and acknowledge that no guarantees have been made and none are now offered about how successful any particular mediation session or set of sessions will be. Success in mediation depends primarily on agreements the disputants voluntarily reach.

3. FEES AND COSTS. Mediator normally charges according to the Utah Mediation Services published rate scale based on the parties’ income and net worth, plus all expenses (travel costs, time for travel, postage, photocopies, per diem for overnight stays, long distance phone calls, facility rental, etc.). However, Mediator will mark this box if other terms have been agreed to, and Mediator will write those other terms, or a reference to those terms, on this document near Mediator’s signature at the bottom of this page.

4. YOUR PART AS A DISPUTANT: As a party to the dispute, you acknowledge that you are ultimately in control of the success of the mediation, and to do all you can to ensure success in the mediation, you agree to the following:

a. You will pay the Mediator as agreed by no later than the end of each Mediation session, in cash or by credit card; and

b. You will be honest by completely disclosing all relevant information to all participants; you will be courteous by respecting all participants’ opinions, perceptions, and feelings and by refraining from disrespectful comments; you will act in good faith by sincerely attempting to resolve the issues of the dispute with fair and workable solutions; and

c. You will respect Mediator’s role as an independent facilitator by not asking Mediator to serve as your attorney; you now waive all rights to call Mediator as a witness in any kind of proceeding related directly or indirectly to your dispute; you now waive all rights to demand documents Mediator may compose related directly or indirectly to your dispute; you will communicate promptly to Mediator any information that may affect the impartiality of your mediation; and

d. You agree that Mediator may disclose general information (such as the number of parties, whether mediation resulted in resolution of the dispute, etc.) to any court or similar authority that has authorized or required this mediation; you now consent to disclosure by Mediator of specific information about computer fraud or abuse, abuse of a child, an elderly person, and/or an incapacitated person, and/or threats of violence; you now acknowledge that Mediator encourages you to seek advice from legal, financial, tax, psychological, psychiatric, and other similar professionals you select to protect your interests; and you acknowledge your right to terminate mediation at any time.

5. MEDIATOR’S PART: As a Utah Mediation Services mediator, Mediator acknowledges that Mediator must meet high ethical standards to do all Mediator can to ensure success of the mediation, and therefore Mediator agrees to the following:

a. Mediator will keep confidential all information about the party’s case except information waived above; Mediator will seek to quash any suit to compel disclosure of your case information; and

b. Mediator now declares that to the best of Mediator’s information, Mediator has no financial, business, professional, family, or social relationship with anyone that might affect Mediator’s impartiality in the party’s mediation; Mediator will conduct the mediation as fairly and impartially as Mediator is able, to reach an informed and voluntary settlement; and Mediator will terminate the mediation session when in Mediator’s judgment nothing further can be achieved by continuing or when the parties have resolved their dispute.

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Check this box if more parties’ signatures are included on the other side of this document.

Date: _____ Mediator’s Signature: _____

Printed Name of Mediator: _____

Check if more payment terms apply, as follows: _____