



Between Two Homes®, LLC

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CONTRACT FOR MEDIATION

1. I hereby agree to private, voluntary, confidential and mediation with Bradley S. Craig, LMSW-IPR, CFLE and Lauren Duffer, PC.
2. I understand mediation is an attempt to reach agreements over unresolved issues which may include a co-parenting plan that addresses current and future issues related to raising children between two homes.
3. I have chosen Bradley S. Craig and Lauren Duffer as independent and impartial Mediators to aid the parties in their attempt to settle their Dispute. The Mediators will Not decide who prevails in the Dispute and will Not render an award, verdict, or judgment, or otherwise determine the fault of any Party.
4. I understand I may not engage the Mediators in conversation outside of the mediation session without the other parent or other parties present unless specifically addressing scheduling issues related to mediation appointments.
5. I understand the Mediators will Not offer legal advice to the Parties, and the Parties should seek legal advice from their own counsel.
6. I understand Mediation is Not guaranteed to result in settlement of the Dispute. The Mediation may be terminated at the instruction of a Party or the Mediators where a good faith determination is made by either that the Mediation will not result in settlement.
7. I understand that at any time I would like to take a break from the mediation session, I may do so.
8. I understand any time during a break I may contact my attorney if my attorney is not present.
9. I understand Brad and Lauren want my mediation experience to be as pleasant as possible. Their office environment is casual and relaxed. I am free to dress casually. Beverages and snacks are provided upon advanced request at no additional cost.
10. I understand rude, threatening or confrontational behavior will not be tolerated in at the location of the mediation.
11. I understand NO FRIENDS or NON-PARTY FAMILY MEMBERS will be allowed at mediation without prior agreement of both parties. I understand I am not to bring children to the mediation.
12. I understand that the mediation process requires open and honest communication in order to succeed. Therefore, it is completely confidential, and all written and oral communications made during the mediation are privileged settlement negotiations; and, I agree that no electronic and tape recordings will be made during the mediation. Further: The Mediators will not reveal anything discussed in mediation without the permission of both parties. However, she/he is required to report certain matters, such as incidents of child abuse or threats of physical violence, and confidentiality does not extend to these matters.
13. It is understood between the parties and the mediators that the mediation will be strictly confidential. Mediation discussions, any draft resolutions and any unsigned mediated Agreements shall not be admissible in any court, administrative or other contested proceeding. Only a mediated Agreement signed by any parties may be so admissible. The parties further agree to not call the mediators to testify concerning the mediation nor to provide any materials from the mediation in any court or other contested proceeding

between the parties. The mediation is considered by the parties and the mediators as settlement negotiations. All parties also understand and agree that the mediators may have private caucus meetings and discussions with any individual party, in which case all such meetings and discussions shall be confidential between the mediators and the caucusing party(ies), unless the parties agree otherwise.

14. I understand audio or video recording of any session is strictly prohibited and may result in civil or criminal penalties.
15. The exceptions to the above confidentiality provisions include: (1) This agreement to utilize mediation services and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make agreement not to do so; (2) Matters that are admissible in a court of law continue to be admissible even though raised in a mediation session; (3) The mediators are required to report certain matters, such as incidents of child abuse or threats of physical violence. Confidentiality does not extend to these matters.
16. I understand Brad and Lauren believe that advanced preparation for mediation is important to the empowerment of clients and for cost effective use of mediation services. As such, if children are involved, Brad and Lauren encourage parents to:
 - a. purchase a copy of Between Two Homes: A Coparenting Handbook (childreninthemiddle.com/books.htm),
 - b. Complete the live Children in the Middle class (childreninthemiddle.com/childreninthemiddleclass.htm), and/or
 - c. Complete the online Making Two Homes Work class (makingtwohomeswork.com/cim.html)
17. I understand the fees for mediation are \$400.00 per side for 1/2 day (3 hr.) mediations, and \$800.00 per side for full day (6 hr.) mediations. **Advanced payment of a deposit is due upon confirmation of the date and time of the mediation session** via cash, money order made out to Between Two Homes, check made out to Between Two Homes, PayPal, or via Credit Card. I understand this deposit is advanced payment to secure the time set aside by the mediators for my mediation session. Failure to pay this deposit in a timely manner may result in cancellation of your appointment. I understand that if I do not cancel at least 120 weekday business hours (5 weekdays) prior to scheduled mediation session I will incur the fee for the time previously confirmed and set aside for my mediation. I understand that if I do not cancel at least 120 weekday business hours (5 weekdays) prior to scheduled mediation session, another session will not be scheduled until such time as another deposit has been paid.

Printed Name

Signature

Date

Printed Name

Signature

Date

Rules of Mediation

1. **Definition of Mediation.** Mediation is a process under which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement or understanding among them. The Mediator may suggest ways of resolving the dispute, but may not impose his own judgment on the issues for that of the parties.
2. **Agreement of the Parties.** Whenever the parties have not successfully objected to mediation they shall be deemed to have made these rules, as amended and in effect as of the date of the submission of the dispute, a part of their agreement to mediate.
3. **Consent to Mediator.** The parties consent to the appointment of the individual named as mediator in their case. The Mediator shall act as an advocate for resolution and shall use his best efforts to assist the parties in reaching a mutually acceptable settlement.
4. **Conditions Precedent to Serving as Mediator.** The Mediator shall not serve as a mediator in any dispute in which he has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. In the event that the parties disagree as to whether the Mediator shall serve, for good cause given, the Mediator shall not serve.
5. **Authority of Mediator.** The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties achieve settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.
6. **Commitment to Participate in Good Faith.** While no one is asked to commit to an intention to settle or to actually settling, the parties are committing to participate in the proceedings in good faith.
7. **Parties Responsible for Negotiating Their Own Settlement.** The parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not warrant or represent that settlement will result from the mediation process.
8. **Authority of Representatives.** PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.
9. **Time and Place of Mediation.** The Mediator shall fix the time of each mediation session. The mediation shall be held at the office of the Mediator, or at any convenient location agreeable to the Mediator and the parties, as the Mediator shall determine.
10. **Identification of Matters in Dispute.** Prior to the first scheduled mediation session, each party shall provide the Mediator with a Confidential Summary setting forth its position with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issues

presented. The Mediator may require any party to supplement such information. Each party shall also sign the Agreement for Mediation form and Mediation Attendance form prior to the date the Mediation session occurs.

11. **Privacy.** Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.
12. **Confidentiality.** Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. All records, reports or other documents received by a mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such record or to testify in regard to the mediation in any adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees, incurred in opposing the efforts to compel testimony or records from the Mediator. At the conclusion of the mediation, the mediator will destroy all of his notes.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding: (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; (b) admissions made by another party in the course of the mediation proceedings; (c) proposals made or views expressed by the Mediator; or (d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

AN EXCEPTION TO THE CONFIDENTIALITY PRIVILEGE IS TEXAS LAW WHICH REQUIRES THAT ABUSE OF CHILDREN, THE ELDERLY AND THE DISABLED MUST BE REPORTED. ADDITIONALLY, WHEN THE MEDIATOR HAS CONFIDENTIAL INFORMATION CLEARLY ESTABLISHING THAT AN INDIVIDUAL IS LIKELY TO COMMIT A CRIMINAL OR FRAUDULENT ACT THAT IS LIKELY TO RESULT IN DEATH OR SUBSTANTIAL BODILY HARM, THE MEDIATOR SHALL REVEAL CONFIDENTIAL INFORMATION TO THE EXTENT REVELATION REASONABLY APPEARS NECESSARY TO PREVENT THE INDIVIDUAL FROM COMMITTING THE CRIMINAL OR FRAUDULENT ACT.

13. **No Stenographic Record.** There shall be no stenographic record of the mediation process and no person shall tape record any portion of the mediation session.
14. **No service of Process at or near the site of the Mediation Session.** No subpoenas, summons, complaints, citations, writs or other process may be served upon any person at or near the site of any mediation session upon any person entering, attending or leaving the session.
15. **Termination of Mediation.** The mediation shall be terminated: (a) by the execution of a settlement agreement by the parties; (b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.
16. **Exclusion of Liability.** The Mediator is not a necessary or proper party in judicial proceedings relating to the Mediation. Neither Mediator nor any law firm employing Mediator shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.
17. **Interpretation and Application of Rules.** The Mediator shall interpret and apply these rules.

18. **Fees and Expenses** . The Mediator's daily fee shall be agreed upon prior to mediation and shall be paid in advance of the mediation. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including fees and expenses of the Mediator, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the parties unless they agree otherwise.

Mediation Questionnaire

Name of Client: _____ Date: _____

If Applicable: Court No.: _____ Case No.: _____ County: _____

Name of other party (parent) : _____

Is mediation court ordered? Yes _____ No _____ Trial Date: _____

Has this case been to mediation before? _____ If so, when? _____

Time estimate for mediation (1/2 day 3hrs./Full day 6 hrs.): _____

Some individuals prefer to try to resolve all matters in one mediated session. Sometimes clients prefer to have more than one session so they have time to think about issues and process information. Please circle are you requesting one session, or will you be requesting a series of mediation dates? **1** **More than one**

Answer the questions below completely, using additional pages as necessary.

1) Describe the property issues that must be resolved in mediation:

2) If disputed, what do you contend the evidence will show regarding those issues?

3) If disputed, what do you expect the other party will contend their evidence will show regarding the property issues?

4) What documents do you possess that support your contention? Bring copies to the mediation session.

5) If applicable, describe the issues affecting the child(ren) that must be resolved in mediation:

Expectations of Conduct

1. Participants will focus on the future and avoid unnecessary discussions of the past. Participants will focus on resolving conflict and not on assessing blame.
2. Participants will listen carefully to the goals that begin every mediation session, and will take actions and make decisions in furtherance of the shared goals.
3. Participants will address others in a courteous manner and tone. Participants will not interrupt when another person is speaking. Participants will avoid sarcastic, contemptuous, critical, defensive, or judgmental communication/comments.
4. If a participant feels that progress has ceased or that he/she is about to lose control of himself/herself and say or do something to impede progress, that participant will call for a break. If the break is insufficient to calm the affected participant, the meeting may be terminated.
5. Each participant will speak only for himself/herself. Participants will use "I" instead of "You" sentences.
6. Participants will express their true interests.
7. Participants will be patient with each other and their lawyers. All participants will assume that each participant is acting in good faith and realize that everyone does not move at the same pace. To pull together, each participant must sometimes accommodate by slowing down. Delays can happen, even with everyone acting in good faith.
8. Participants will follow the Agenda for that mediation session. If there are other topics that a participant wants to address, he/she shall accomplish same by asking that it be included in the Agenda for the next four-way meeting.
9. Participants will be honest.
10. Participants recognize that arguing is pointless.