

MEDIATION AGREEMENT

1. The goal of mediation is to offer the parties an opportunity to express their concerns, to better understand one another's perspectives, and, if they wish, to reach a mutually acceptable settlement agreement. All issues are negotiated in good faith. Therefore, it is important that both parties share all relevant information freely. The issues mediated may include such matters as custody, parenting, child support, spousal support, division of property, division of debt or any other matters that both parties believe to be important. The mediator assists the parties in their discussions and does not decide for them.

THIS AGREEMENT is made between the undersigned parties, and **Kevin D. Ahrenholz, Mediator.**

1. Full Disclosure by Parties: The parties disclose all assets, debts, financial information, income tax returns, and any other information that may have a bearing on any of the issues in our mediation. Note: Subsequent findings of non-disclosure of appropriate information may constitute grounds for nullifying the agreement.

2. Mediator Testimony: The parties agree that neither will call their mediator as a witness to testify, or subpoena any records of the mediator, for any court, arbitration or administrative hearing. In the event that either party attempts to subpoena either mediator or the other party before any such hearing, the mediators and the other party will be entitled to a protective order to prevent disclosure of any confidential information.

3. Mediator Non-disclosure: The mediator will treat all information provided during mediation sessions as confidential. No information obtained during mediation will be given to any outside person or organization without the concurrence of both parties, unless there are threats of physical harm or allegations of child abuse. However, the parties grant permission for the mediator to communicate with the parties' attorneys concerning the agreement they are working on in mediation in order to enhance the mediator's and the attorney's ability to assist the parties in resolution.

4. Confidentiality of Mediation Discussions: The parties agree that concessions, offers of settlement, suggestions by the mediator, admissions by either party, or any other aspect of communications about the mediation process made for the purpose of settlement may not be used in any subsequent court proceeding. However, each party is aware that information disclosed during mediation will be available to the other without the legal procedures that are commonly used to compel disclosure of information.

5. Importance of Personal Legal Advice: The mediator does not represent either party during the mediation or give legal advice. The parties are encouraged to consult with an attorney during the mediation process in order to understand the legal parameters of their case. After a final agreement is reached, each party should have it reviewed by their attorney prior to signing it.

6. Transfers of Property During Mediation: (concerning divorce matters) During the mediation process, neither party will transfer nor dispose of any assets except in the usual course of business without advance notice to the other. Both clients will refrain from making any changes in existing insurance policies, wills and any other documents in which either party is a named beneficiary without advanced notice to the other.

7. Private Individual Meeting: It is sometimes helpful to moving the process forward for the mediator to meet separately with each party. Either party or the mediator may request such meetings.

8. Notice of Appointment Cancellation: Notice of cancellation of appointments must be given by the parties not less than two full business days in advance of the appointment.

9. Costs of Mediation: The Mediator will be paid at the rate of \$80 per hour per party for the time spent in preparation of and in the conduct of mediation sessions, including time spent in drafting mediation agreements, reviewing documents, preparing for mediation, filing the necessary pleadings with the court, and communicating with the parties and their attorneys post mediation. Payment is required at the beginning and at the conclusion of each mediation session. (Note: Any unpaid fees may be applied for as court costs). The initial mediation session is scheduled for two hours, so a payment of \$160 per party is required prior to scheduling the first mediation session. Payment may be made by credit card, cash, or certified funds (money order, cashier's check). All fees are due when billed, or as stated herein. Fees unpaid by more than 30 days shall be in default and shall incur interest at the rate of 1.5% per month. The parties agree to pay all collection costs and attorney fees, including all time spent by the Mediator for his time expended in collecting any amounts in default at his standard hourly rate of \$195 per hour, and all costs of collection for delinquent amounts. The parties are jointly and severally liable for the total cost of the mediation and collection costs.

10. Progress Summary and Memorandum of Understanding: The mediator may provide a written progress summary between mediation sessions and will develop a written Memorandum cataloguing the parties' agreements at the conclusion of mediation. The parties agree to pay a drafting fee of \$80 per hour per party for the time required to prepare these documents.

11. Termination of Mediation: Mediation is a voluntary process and any party in mediation may terminate at any time. However, the parties agree that anyone wishing to terminate mediation will do so during a session.

12. Court Filing or Representation: The mediator does not represent any parties in court, and does not file any documents for the parties.

13. Mediator Status: We understand that Kevin Ahrenholz, our mediator, operates as an independent contractor. We have contracted with him directly as an independent contractor for mediation services. He is not an employee of the State of Iowa or of the Judicial Department.

IN WITNESS THEREOF, the Agreement is signed by the parties and **Kevin D. Ahrenholz** this _____ day of _____, 20__.

Mediation Party #1 (signature)

Mediation Party #2 (signature)

Party #1 (Print name)

Party #2 (Print name)

Kevin D. Ahrenholz, Mediator