

AGREEMENT TO PARTICIPATE IN MEDIATION

We, the undersigned parties, have agreed to pursue mediation in an attempt to reach agreement on some or all of the issues of our divorce. We agree as follows:

1. This mediation shall be voluntary. Either party may terminate the mediation at any time for any reason. The mediator may not withdraw except for good cause.
2. The role of the mediator is to facilitate our discussions. The mediator will not make decisions. The mediator does not provide counseling, legal advice or legal representation.
3. Mediation services will be provided on an impartial basis. The mediator will make a diligent inquiry and disclose to us any potential or apparent conflicts of interest. The Mediator shall not represent either of us as an attorney at any time in connection with our divorce.
4. All communications and information submitted to the mediator during the mediation process will be confidential. We will not disclose any information including offers, promises, conduct, statements or settlement terms whether oral or written, made by each other, our agents, employees, experts and attorneys or the mediator in connection with the mediation, except where disclosure is required by law. However, the mediator may disclose: (a) to appropriate authorities information obtained in the course of the mediation concerning child abuse or neglect; (b) the planned commission of a crime; (c) the threat or risk of serious harm to an individual; (d) when necessary to provide evidence relating to the liability of the mediator in a subsequent claim against the mediator or disciplinary proceedings against the mediator, or related to the collection of fees for the mediation; or (e) information which all parties to the mediation agree in writing, after the conclusion of the mediation, may be disclosed. Neither of us will seek to obtain testimony or evidence from the mediator by subpoena or otherwise in conjunction with any court proceeding. If one of us seeks such testimony or disclosure in contravention of this provision, that person will reimburse the mediator for all costs in connection therewith, including reasonable attorney's fees, and will compensate the mediator for time spent at the hourly rate specified in this agreement. In addition to the confidentiality arising under Mass. Gen. Laws c. 233, §23C, we intend that confidentiality apply owing to the contractual obligations contained herein and because this mediation is undertaken for the purpose of negotiating compromise or settlement under applicable federal and state law.
5. Notwithstanding the foregoing, nothing in this Agreement shall prevent any party from offering an executed written Separation Agreement, Interim Agreement, or signed Memorandum of Understanding resulting from the mediation to a court for purposes of enforcement.
6. Each of us understands that the mediator is not acting as an attorney, financial or tax advisor, and is not representing either or both of us. Either of us may seek legal advice or other professional advice at anytime during the mediation. We each consent to the mediator contacting, responding, and releasing information to our respective attorneys, financial, tax or other advisors and other professionals consulted during the course of and related to the issues

of this mediation. The mediator recommends that we each have a separate attorney review any documents prior to signing.

7. In furtherance of our effort to arrive at a reasonable and fair settlement of the issues raised in our divorce, each of us agrees to fully disclose all income, expenses, assets and liabilities and all other aspects of our financial circumstances to the other party and the mediator.
8. We agree to pay for the mediation services at the rate of \$250.00 per hour. This hourly fee will apply for 12 months from the date of the signing of this agreement, after which time the rate may be adjusted by written notice. The mediator's hourly rate applies to all time spent, and is billed in six minute increments. These include mediation sessions, preparation, review, drafting of documents, and all telephone calls. All fees must be paid fully before the mediator will forward the final agreement to us.
9. We agree to pay a retainer of \$2,500.00 at the commencement of the mediation process, which will be applied toward the mediation services and expenses of the mediator. If the retainer balance falls below \$500.00, we agree to replenish the retainer. Any unused portion of the retainer will be returned to us at the conclusion of the mediation or at such time as we may wish to terminate the mediation.
10. Each of us is responsible for all mediation charges.
11. In the event that a party cancels a scheduled mediation session on less than 24 hours' notice to the mediator, that party shall pay the mediator a cancellation charge equal to half of the time charges for the time reserved.
12. Documentation will be retained until the earlier of 12 months from signing the contract or 30 days after signing the divorce agreement, then destroyed. Documents are not return to clients.

Party

Party

Date

Date

Mediator

Co-Mediator (if any)

ELECTRONIC MAIL AGREEMENT

1. I am currently a mediation client of Michael J. Tremblay, Esq. I give my permission for my mediator and all support staff to send and receive electronic mail messages and document attachments to and from me for messages and documents relating to my mediation process. I request that my mediators and support staff use the following electronic mail addresses for these messages and document attachments:

2. I understand that if I e-mail the mediator, I thereby consent to the mediator replying to that email address, and we give consent to the mediator initiating the sending of emails.
3. I understand that agreement with Internet Service Providers or our employers may not ensure the confidentiality of email messages.

Print Name

Signature

Date

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Print Name

Signature

Date