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AGREEMENT TO MEDIATE

I have read the attached Mediation Agreement completely and understand its contents. I have initialed each page to indicate my understanding and agreement of the terms.

This is an agreement between:

_____ ,

Hereinafter "parties," and

_____ ,

Hereinafter "mediator," to enter into mediation with the intent of resolving issues related to:

\$125.00
HOURLY RATE PER PARTY

Dated

MEDIATOR

Dated

ATTORNEY OR PARTY #1

Dated

ATTORNEY OR PARTY #2

Party #1 _____

Party #2 _____

MEDIATION AGREEMENT

The parties and the mediator understand and agree as follows:

1. ESTABLISHMENT OF MEDIATION RELATIONSHIP

The undersigned wish to retain the services of MEDIATOR to mediate disputed issues.

All references to “mediator” apply to any person designated by the mediator to assist in the mediation process, such as the Dispute Resolution Associate.

2. NATURE OF MEDIATION

The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties understand that the mediator’s objective is to facilitate the parties themselves reaching their most constructive and fairest agreement.

3. RIGHT OF CONSULTATION WITH LAWYER

During the mediation, the parties are each encouraged to consult or be presented by a lawyer at any time, especially before signing the final settlement agreement. Parties are entitled to the confidentiality of any communication with their attorney (s).

4. MEDIATOR REPRESENTS NEITHER PARTY

The parties acknowledge that the mediator does not represent the interest of either party and is not acting as an attorney. The parties acknowledge that the purpose of mediation is to facilitate the ultimate resolution and agreement between the parties regarding the issues, problems, and disputes presented in mediation and that the mediator does not act as an advocate, representative, fiduciary, lawyer, or therapist for either party.

5. IMPARTIALITY OF MEDIATOR

The parties acknowledge that, although the mediator will be impartial and that the mediator does not favor either party, there may be issues which one party may be reasonable and the other may not be reasonable. The mediator has a duty to assure a balanced dialogue and to diffuse any manipulative or intimidating tactics.

6. CONFIDENTIALITY

It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft

resolutions, and any unsigned mediated agreements shall not be admissible in any court proceedings. Only a mediated agreement, signed by the parties, may be so admissible. The parties further agree not to call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. The parties understand the mediator has an ethical responsibility to break confidentiality if he or she suspects another person may be in danger of harm. The only other exceptions to this confidentiality of the mediation are with regard to the mediator's duty to report reasonable suspicion of child abuse and domestic violence; the mediator's ability to defend himself or herself in any legal action; in the event of a joint written waiver of confidentiality by the parties; or otherwise as may be required by law.

7. RIGHT OF MEDIATOR TO WITHDRAW

The mediator will attempt to resolve any outstanding disputed among the parties as long as both parties make a good-faith effort to reach an agreement based on fairness to both parties. Parties must be willing and able to participate in the process. The mediated agreement requires compromise, and parties agree to attempt to be flexible and open the new possibilities for a resolution of the dispute. If the mediator, in his or her professional judgment, concludes that agreement is not possible or that continuation of the mediation process would harm or prejudice one or all the participants, the mediator shall withdraw and the mediation shall conclude.

8. TERMINATION OF MEDIATION WITH CAUSE

The mediation may be terminated without cause by any party at any time. No reason must be given, either to the other parties or to the mediator. A decision to terminate mediation must be made in writing. Mediation may not resume following said notification, unless expressly authorized in writing by all parties.

Upon termination of mediation for any reason, the mediator agrees not to counsel either party or represent any party against any other party, in any court proceeding, adversary negotiation, or for any other reason involving a dispute between the parties.

9. VOLUNTARY DISCLOSURE OF POSSIBLE PREJUDICIAL INFORMATION

The parties agree that, while mediation is in progress, full disclosure of all information is essential to a successful resolution of issues. Since the court process may not be used to compel information, any agreement made through mediation may be rescinded in whole or in part if one party fails to disclose relevant information during the mediation process. Since the voluntary disclosure of this information may give one party an advantage that may not have been obtained through the traditional adversarial process, the parties agree to release and hold harmless the mediator from any liability or damages caused by voluntary disclosure of prejudicial information in the mediation process that may be used in subsequent negotiations or court proceedings. The mediator

has no power to bind third parties not to disclose information furnished during mediation.

10. THE MEDIATOR DOES NOT PROMISE RESULTS

Each party acknowledges that, since mediation is a process of compromise, it is possible that any party might agree to settle on terms that might be considered to be less favorable in comparison to what the party might have received from a Judge after a contested court hearing, or through negotiation in which one or all of the parties have retained legal counsel. The mediator makes no representations that the ultimate result would be the same in kind of degree as might be concluded through negotiation or a contested trial on one or all of the issues. Any questions concerning fairness should be addressed to the mediator as they occur. In addition, parties should consult with independent legal counsel to review compromises made during the course of mediation, and all provisions of a final agreement prior to executing any court documents.

11. FILING OF COURT DOCUMENTS

Once an agreement is reached, in whole or in part, or at any time the parties desire to file any court documents to confirm the agreement and to obtain court order or judgment based thereon, the parties understand that the mediator may not represent either party in a court of law. However, the parties agree that if the parties are represented by counsel, or act as their own attorney (s) in Pro Per, the parties may authorize MEDIATOR to contract with a law firm to neutrally prepare court papers and to monitor all paperwork through the court system. In performing such work, MEDIATOR is performing its neutral mediator function and will take no action without the mutual agreement and authorization of all parties.

12. MEDIATION FEES

The parties agree that the administrative start-up fee is \$25.00 per party (Flat fee). Payment is due upon signing of this agreement.

The parties and the mediator agree that the fee for the mediator shall be \$125.00 per hour, per party for time spent with the parties and for time to study documents, research issues, correspond, telephone call, prepare draft and final agreements, and do such other things as may be reasonably necessary to facilitate the parties' reaching full agreement. Payments of fees are due prior to each mediation session based on the mediator's hourly rate and expected length of session.

The parties shall be jointly and severally liable for the mediator's fees and expenses.

Should payment not be timely made, MEDIATOR may stop all work on behalf of the parties, including the drafting and/or distribution of the parties' agreement, and withdraw from the mediation. If collection or court action is taken by the mediator to collect fees and/or expenses under this agreement, the prevailing party in any such action

and upon any appeal therefrom shall be entitled to attorney fees and costs therein incurred.

No one shall bring any other person, other than a party and attorney, without the prior express and advanced permission of the Mediator. Any unauthorized third parties will be asked to leave and return at the end of the mediation session.

13. MEDIATION

If there is a dispute over fees, Parties and Mediator shall engage in Mediation for a minimum of 2 hours (unless agreement is reached earlier) with a mutually agreed upon mediator or a mediator selected by the assigned Judge. All costs shall be shared 50% by the mediator and 50% apportioned equally between the parties.

14. BINDING ARBITRATION

All disputes between the parties and the mediator regarding any aspect of our professional relationship will be resolved by binding arbitration administered through the County Bar Association and not by litigation in court. By this provision, the parties and mediator are both giving up the right to have any such dispute decided by a judge or a jury and we are each giving up the right of appeal. All costs shall be shared 50% by the mediator and 50% apportioned equally between the parties.

The prevailing party in any arbitration between us will be entitled to reasonable attorney's fees and costs. Any litigation or arbitration between us will take place in Oklahoma County and state law will apply.

Before signing this agreement, you have a right to consult your own attorney about the legal consequences to you of signing this agreement and specifically waiving the right to use the courts in any fee dispute and using arbitration instead.

15. MEDIATOR'S FEES

Should it be necessary to institute any legal action or arbitration for the enforcement of this agreement, the prevailing party shall be entitled to receive all court costs and reasonable attorneys fees incurred in such action from the other party.

16. EXECUTION OF MEDIATION AGREEMENT

By signing this Mediation Agreement, each party agrees that he or she has carefully read and considered each and every provision of this Agreement and agrees to each provision of this agreement without reservation.