

## MEDIATION & CONFIDENTIALITY AGREEMENT

This Agreement is between \_\_\_\_\_ and \_\_\_\_\_  
(hereinafter, the "Parties") and Ingrid E. Slezak, (hereinafter, the "Mediator") and is dated as of \_\_\_\_\_.

1. The parties hereby retain and employ Ingrid Slezak to mediate between them. The parties understand that as a Mediator, Ingrid Slezak will act as a mutual facilitator and assist them in reaching their own settlement. As Mediator, Ingrid Slezak has no decision-making authority and will not provide legal advice or counsel. Each party has either retained a separate attorney in order to receive legal counsel regarding their respective legal interests, rights, and obligations, or understands that each party has the right to retain separate counsel in order to obtain independent legal advice.
2. The parties agree to maintain civility in mediation and to treat each other with respect, allowing each to speak without interruption, to listen to the other person's concerns, interests and needs, and to search for fair and reasonable solutions.
3. The parties understand that full disclosure of all relevant information is required to insure the success of mediation. The parties agree that they shall each fully and honestly disclose all relevant information and documents, including that information which would be available through the discovery process of litigation. The parties acknowledge that they have received a copy of the disclosure notice required by ORS 107.089 (Documents parties must furnish to each other).
4. The parties agree that in the event of litigation or otherwise, the mediation proceeding shall be regarded as a settlement negotiation, and that no admission, representation, or statement made in mediation not otherwise discoverable shall be admissible as evidence or subject to discovery in subsequent legal proceedings. In addition, Ingrid Slezak, the Mediator, shall not be subject to process requiring the disclosure of any matter discussed during the mediation proceedings, except, if subpoenaed, to testify whether or not a full agreement had been reached.
5. The parties understand and agree that mediation is a voluntary process and that, while the parties intend to continue with mediation until a settlement agreement is reached, either or both of the parties may withdraw from mediation at any time. The parties further agree that the Mediator may terminate this process upon a determination by the Mediator that it is not likely that there will be a resolution of the issues through mediation.
6. The Mediator agrees to act in a manner that is unbiased and professional while conducting mediation sessions; to protect the confidentiality of the parties and the process; to provide education, information and assistance regarding the issues being discussed; to promptly and accurately write letters summarizing the mediation; if requested; and to promptly draft documents for filing with the court, if requested. Notwithstanding the confidentiality of mediation, the parties acknowledge that the Mediator is a mandatory reporter of incidents of child and elder abuse.
7. The parties agree to pay Ingrid E. Slezak a fee of \$275 per hour for her mediation services. The parties may pay by cash, check or credit card for mediation sessions at the conclusion of each session.

8. Any and all work performed by the Mediator outside of the mediation session itself shall be charged. This may include, but is not limited to, the drafting of documents and memorandum, telephone calls or E-mails from and to the parties, their attorneys or other professionals who may be assisting the parties.

9. If the parties request the Mediator to draft documents for filing with the court, the Mediator may request a retainer for this service. Retainer funds will be deposited and maintained in a client trust account in the parties' name. The money in the trust account shall be applied against fees earned and costs expended. If any retainer remains after fees and costs are paid, the balance will be refunded.

10. It is mutually agreed that all sums for additional work will be billed on a monthly basis and that the Parties will immediately remit all payments upon receipt of said monthly billing. The parties understand that interest at the rate of 1.5% per month (18% per annum) will be applied to balances after 30 days. Any fee dispute will be submitted to binding arbitration. The parties understand and agree that if a check is returned by the bank for any reason, they shall be assessed the bank charges as well as a handling fee of \$20.00.

11. The parties understand and agree that the Mediator is entitled to recover collection costs and attorney fees incurred in the event that proceedings are initiated to enforce the provisions of this agreement or to collect unpaid mediation fees.

12. The parties agree to share the cost of mediation and agree as between themselves as follows: \_\_\_\_\_ shall be responsible for \_\_\_ % of the fees and costs; and \_\_\_\_\_ shall be responsible for \_\_\_ % of the fees and costs.

13. A cancellation fee of \$200 will be charged in the event mediation is canceled within 24 hours of the scheduled session.

I have read, understand and agree to each of the provisions of this Agreement.

Date: \_\_\_\_\_

I have read, understand and agree to each of the provisions of this Agreement.

Date: \_\_\_\_\_

ACCEPTED:

Date: \_\_\_\_\_

\_\_\_\_\_  
Ingrid E. Slezak, Mediator