

Carl Arnold Example Agreement to Mediate (updated 6.8.2024)

We agree to mediate according to the following terms.

Mediation Services: Carl Arnold will act as mediator through Arnold Law and Mediation LLC.

Voluntary: Mediation is voluntary and may be terminated by a party or the mediator at any time.

Mediator Responsibility: The mediator acts as a neutral facilitator and does not represent either party. The mediator does not make decisions for the participants. The mediator does not make recommendations to the court. The mediator does not provide legal advice in mediation.

The mediator will disclose all conflicts of interest or potential conflicts of interest known prior to mediation and those that may be discovered during mediation.

The mediator must follow the Code of Ethics for Court-Annexed ADR (Alternative Dispute Resolution) Neutrals and is subject to the jurisdiction of the ADR Ethics Board

Cost: Client fees are calculated as follows: Client fees are fixed and based on blocking off time for sessions lasting up to four hours. In other words, if a mediation takes less than four hours, the fee does not change. If a client is represented, their fee is $\frac{1}{2}$ attorney hourly rate x 4. If a client is not represented, their fee is calculated according to the sliding fee scale available at arnoldlawmediation.com/fees. There is a minimum charge of \$250 per participant for each mediation session. If a mediation takes more than four hours, an additional fee shall be prorated based on their base fee for each additional tenth of an hour. Mediator's billed time includes time: in mediation and a summary writing if that is jointly requested. There is no cancellation fee. If a mediation is cancelled before the scheduled start date and time, all fees will be fully refunded. If a mediation is cancelled after the scheduled start date and time, fees will be due and not refunded.

Payment: Payment is due on or before the date of mediation. Client payment may be made by credit card (Visa or Mastercard) or by echeck. Clients may pay on a three-month payment plan with the first one-third due on or before the date of mediation. With a payment plan, client is authorizing Arnold Law and Mediation LLC to process payment for one-third of the total amount one month from the first payment and the final one-third of the total payment two months from the first payment. If the attorney is paying on behalf of their client, they may use those methods or alternatively mail a check to Arnold Law and Mediation LLC, 220 Division St. S, Northfield, MN 55057. Arnold Law and Mediation LLC may seek remedies from the court for non-payment by a participant pursuant to Rule 114.11(b) of the General Rules of Practice for the District Courts.

Outcome: The mediation process does not guarantee a particular timeline or outcome and is largely influenced by the clients' ability to communicate and reach reasonable agreements. The participants are free to make an agreement or not make an agreement.

Consulting with Attorneys: Clients are encouraged to each consult with separate attorneys regarding their legal rights and obligations before, during or between mediation sessions and before finalizing any agreements.

Court Documents: The mediator and law firm (because they are acting in the role of mediator and not as legal counsel to either party) are not allowed to draft the legal documents necessary to submit to court in order to officially finalize an agreement. The clients are responsible for obtaining legal counsel to draft and submit the court documents.

Inadmissibility: Statements made and information gathered, including all notes and records, during mediation are inadmissible (they cannot be used) in any legal proceedings unless that information is otherwise discoverable. Parties agree not to subpoena the mediator or any information held by the mediator.

Confidentiality and Exceptions: The mediator will keep this case confidential except as to allegations of harm to a minor or vulnerable adult which may be reported.

Recording or transmitting: All participants in the mediation agree not to record or transmit the mediation without agreement of all participants and the mediator.

Caucuses: The mediator may meet separately with the participants (often called "caucusing").

Information disclosed to the mediator in these separate meetings will not be disclosed by the mediator to the other client unless the disclosing party authorizes the mediator.

Required Notice:

(A) the Neutral has no duty to protect the interests of the parties or provide them with information about their legal rights;

(B) no agreement reached in this process is binding unless it is put in writing, states that it is binding, and is signed by the parties (and their legal counsel, if they are represented) or put on the record and acknowledged under oath by the parties;

(C) signing a settlement agreement may adversely affect the parties' legal rights;

(D) the parties should consult an attorney before signing a settlement agreement if they are uncertain of their rights; and

(E) in a family court matter, the agreement is subject to the approval of the court.

Signatures: