

AGREEMENT TO MEDIATE

1. We, _____ and _____ agree to try to settle our dispute in family mediation with Robyn Hurley.
2. We understand that the mediator is an impartial third party who provides a neutral dispute resolution process. The mediator's role is to help us communicate and negotiate to assist us in resolving our issues. The mediator will not make decisions, take sides, or provide legal advice. The responsibility for resolving our issues rests with us, not the mediator.
3. We understand that each party is responsible for seeking and obtaining all necessary advice, including legal advice.
4. We understand that the primary goal of mediation is to help us arrive at an agreement that considers the interests of members of our family, particularly children.
5. We understand that family mediation is voluntary.

CONFIDENTIALITY & WITHOUT PREJUDICE

1. We understand that mediation is private. We both need to consent before other persons (other than an intern and our lawyers) may be present.
2. We understand that we and the mediator shall keep confidential all information prepared, or provided, disclosed or exchanged during or for the purpose of the mediation, including progress notes, MOUs, emails and other communications between the parties themselves, and the parties and the mediator, intern or the other third party. The parties will not divulge anything said or done during the mediation process to anyone who was not present, unless they agree otherwise. The parties will agree to reasonable sharing of information with all necessary third parties such as new partners, accountants, counsellors etc.
3. We acknowledge that our discussions in mediation are for the purpose of reaching settlement and are "without prejudice". We agree not to summons the mediator(s)/interns(s) and/or the mediation records for any court or arbitration hearings.
4. Notwithstanding paragraph (ii) & (iii), the mediator may disclose information about the mediation
 - a. to communicate with us, counsel and third parties retained by us or counsel;
 - b. where ordered to do so by a judicial authority;

- c. where required to do so by law, including obligations to report a child in need of protection;
 - d. where the information discloses an actual or potential threat to human life or safety, and
 - e. if either of us makes a claim against the mediator.
5. The mediator has explained the differences between open and closed mediation, and that this mediation will be closed mediation (meaning that any report will summarize only those issues resolved. The mediator shall not include any recommendations, opinions or commentary on parenting behaviors or ability).

INDEPENDENT LEGAL ADVICE AND REPRESENTATION

1. We understand that the mediator will not offer legal advice to either of us.
2. We acknowledge that we have been advised to seek independent legal advice early in and throughout the process. We understand that legal advice will help us better appreciate our respective rights and obligations, and better understand whether any agreement we wish to make is reasonable and fair.
3. If any issues are resolved, the mediator will prepare a written report. We acknowledge that the mediator's report is **not** a final and binding agreement.
4. If we wish to make the mediator's report into a legally binding agreement, we understand that we will need a lawyer's assistance.

ISSUES TO BE MEDIATED

- Custody;
 - Care and parenting of the child/children;
 - Child support;
 - Spousal Support;
 - Possession, ownership, equalization and/or division of property;
 - Other _____;
- or
- Any other issues as we wish to resolve during the course of mediation.

TYPE OF MEDIATION

1. The mediator has explained the differences between open and closed mediation. With that information we have agreed to CLOSED mediation.

INTAKE PROCEDURE

1. The mediator will first meet each of us separately (with or without counsel) to assess if the case is appropriate for mediation and to identify the issues, goals and concerns of each of

us. This intake meeting, including all information and forms we provide before the intake meeting, is confidential between that party and the mediator, subject to the exceptions above.

2. The mediator may, in his or her discretion, share information obtained during the intake process with our own lawyers.

MEDIATION SESSIONS

1. We feel we can negotiate with each other in an open and constructive manner. If either of us feels intimidated when speaking honestly and freely about relevant matters, we will immediately advise the mediator and may do so privately.
2. We acknowledge that, generally, the mediator will meet with us in joint sessions.
3. The mediator may meet or communicate with either of us or our lawyers separately at any time ("caucus"). The mediator may, in his or her discretion, disclose information or documents provided in such caucuses to the other party, and/or to a party's lawyer, unless agreed otherwise during the caucus.

DISCLOSURE OF INFORMATION

1. We agree to make full and complete disclosure of all information, including financial disclosure, whether written or verbal, that is relevant to the issues being mediated. We understand and agree that if the mediator has reason to believe that full financial disclosure has not occurred, he/she may terminate the mediation.

INTERNS AND OBSERVERS

1. We understand that mediation may include interns. This program allows students to learn and observe mediation skills. We have the right to decline an intern. We understand that the intern or observer has the same duty of confidentiality as the mediator.

UNDERTAKINGS AND ACKNOWLEDGEMENTS

1. We agree that neither of us nor our lawyers will initiate, or take any new steps, in any legal proceedings while the mediation is in progress, except for: a. Matters where we both consent prior to any action being taken; or b. Matters warranting an emergency order without notice. ii) We agree that during these negotiations neither of us will, without the written consent of the other party: a. Attempt to dispose of or mortgage any property; b.

Incur any significant debt or; c. Change beneficiaries of life insurance plans, wills, death benefits or health insurance plans.

RISKS AND LIMITATIONS OF MEDIATION

1. We understand that there is no guarantee of settlement in mediation, nor that we will be fully satisfied with the outcome. We understand that mediation may lead to delay, expense and increased difficulty in any subsequent litigation. We understand that any applicable limitation periods may not be suspended during mediation and that we should obtain legal advice on these risks and limitations before we agree to mediate. We acknowledge that the mediator cannot guarantee physical safety during the mediation process.
2. We acknowledge that there is a risk of loss of confidentiality through the use of fax, email or other forms of communication. We authorize the mediator, intern, and assistant to communicate with us via email and/or fax notwithstanding such risk.
3. The parties acknowledge that the mediator cannot guarantee physical safety during the mediation process.
4. The mediator shall not be liable to any party for any act or omission in connection with a mediation conducted under this agreement, nor for any agreement arising out of this process, whether the parties have legal advice or not. In particular, the mediator will not be liable for the consequences of any report made, in good faith, to a Children's Aid Society, the police or the other third party in accordance with this Agreement.

COST OF MEDIATION

1. It is our responsibility to pay mediation fees before starting mediation.
2. The cost of the mediation will be \$ _____ for all participants combined. _____ share will be _____; and _____ share will be _____.

TERMINATION OF MEDIATION

We understand that either one of us, or the mediator, has the right to withdraw from the mediation at any time with notice given to all participants.

Date _____ Signature _____

Date _____ Signature _____

Date _____ Mediator Signature _____