



Agreement to Mediate

Party Name _____ Select one: Petitioner Respondent

Address _____

City, ST Zip _____

Phone _____ e-Mail _____

Case# _____ County _____ State _____

The undersigned Parties hereby request the assistance of Annie Allen, Certified Divorce Coach and Family Mediator, with Starting Over Stronger (SOS) Coaching and Mediation Services, to work toward a mediated marital settlement agreement.

1. The Parties understand that Mediation is a voluntary process in which they are choosing to participate with the goal of attempting to resolve disputes.

2. The Parties understand that the Mediator has no authority to decide the case and is not acting as an advocate or attorney for any party. The Parties understand that they have a right to legal representation during mediation, and the Mediator has recommended each Party consult with their independent legal representation or the self-help resources at their local courthouse as needed.

3. To promote frank and productive discussion, the Parties agree that the mediation process is as confidential as allowed by law.

a. The Mediator is not required to disclose to anyone what is discussed in this proceeding. Parties agree not to disclose to any non-party oral or written communications made during the mediation process, including settlement terms, proposals, offers, or other statements, whether made privately to the Mediator or when all Parties are present.

b. The Parties agree that they will not record, save, or otherwise capture any audio, video, files, documents, chat texts, or any other data that the Party would not have access to but for the mediation, unless provided by another Party with knowledge and consent. If recordings, saves, or other captures of data occur unintentionally, the mediator must be notified immediately. Any such recordings, saves, or captures of data may not be shared with anyone and must be immediately and permanently deleted.

c. Only Parties may attend or have access to any part of the mediation unless all Parties and the mediator agree to additional Persons being present, or as required by law.

d. (*Virtual Meetings only*) The Mediator and all Parties must be provided with notice of all attendees before or at the time of attendance. Parties may not provide mediation passwords to non-Parties without the consent of the mediator.

e. The Parties agree that if a Party inadvertently gains access to any confidential discussions involving another Party, the Party with inadvertent access shall immediately disclose the Party's presence and exit from the confidential discussions. Any confidential information inadvertently disclosed may not be used by the Party with inadvertent access, even within the confines of the mediation.

4. The obligations imposed by this agreement are in addition to and do not supersede any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

5. The Parties agree not to subpoena the Mediator or compel the Mediator to produce any documents provided by a Party in any pending or future administrative or judicial proceedings. The Mediator will not voluntarily testify on behalf of a Party in any pending or future administrative or judicial proceeding.
6. Mediation sessions will not be recorded or transcribed by the Mediator or any of the Parties. In addition, the Mediator's notes and records of the mediation content, if any, are routinely destroyed.
7. Evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.
8. The Mediator has no authority to compel agreement or other resolution of the dispute and will issue no written recommendations or conclusions. At the request of the Parties, or on the initiative of the Mediator, the Mediator may provide an oral recommendation or opinion as a way to resolve a dispute. In that circumstance, neither party is obligated but the Parties may jointly decide to implement a Mediator's recommendation or opinion of their own accord.
9. No party shall be legally bound by anything said or done at the mediation. If an agreement is reached, the agreement shall be reduced to writing and only when signed by both parties shall be binding upon the Parties to the agreement. If a full agreement is not reached, the participants will remain bound by the confidentiality provisions of this agreement.
10. Annie Allen/SOS strives to ensure the integrity of all technology used in mediation. All Parties must also ensure the integrity of technology used in mediation. If a Party is aware of any security breach, that Party should inform the mediator immediately. The Mediator will inform all attendees of any known security breach. The Parties agree to hold Annie Allen/SOS harmless from the result of any security breach.
11. Annie Allen/SOS shall be held harmless of any claim for damages for any act or omission occurring during or in connection with the mediation process, to the extent permitted by applicable law.
12. This agreement shall supersede any other agreements relating to this mediation in the event of contradictory terms.

Anyone with questions or concerns about these terms should contact Annie Allen with Starting Over Stronger Coaching and Mediation Services at (816) 456-4919 or Annie@StartingOverStronger.com.

By signature, we acknowledge that we have read, understand, and agree to the Agreement to Mediate.

Party Signature	Printed Name	Date
Mediator Signature	Printed Name	Date