Jill Cantor Lee Amani Mediation and Counseling, LLC 155 E. Boardwalk Drive, Unit #503 Fort Collins, CO 80525 (970) 232-3127 AGREEMENT TO MEDIATE

This Agreement is between ______ and ______ hereinafter referred to as the party or parties, and Jill Cantor Lee of Amani Mediation and Counseling, LLC, hereinafter referred to as "Amani Mediation and Counseling" or mediator, to work towards a settlement of a dispute between the parties. This agreement shall act as a binding contract between the parties and the mediator.

1. **Good Faith**: In consideration of receiving services from Amani Mediation and Counseling, the parties agree to enter into this mediation in good faith. Each party agrees to undertake to attempt to resolve the issues relevant to this dispute and will consider reasonable solutions presented to them towards this goal.

2. **Mediator Role**: The role of the mediator is to assist the parties to reach a mutually acceptable resolution of this dispute. The parties understand that the mediator is not acting as an attorney in this process and will not offer legal advice to the parties. The parties understand that if the mediator speaks with minor children who are involved in the conflict, the mediator will be doing so in order to bring their perspectives to the mediation table. The mediator will not be serving as a counselor or child and family investigator. All conditions a confidentiality under number 7 in this agreement apply discussions with minor children.

3. **Legal Advice**: Each party is advised to retain counsel to determine any rights and responsibilities of the party and any legal consequences resulting from any agreement made pursuant to this mediation before, during and after the mediation. In the event that the mediator drafts a Memorandum of Understanding documenting the agreements made in mediation, this document is not for the purpose of giving legal advice. Also, a party may wish to have any agreement between the parties reviewed by counsel prior to execution. This is a personal decision of each party based upon the party's own judgment.

4. **Financial Advice**: Each party is advised to obtain independent financial advice to determine any rights or responsibilities of the party and any financial consequences resulting from any agreement made pursuant to this mediation before, during and after the mediation. In the event that the mediator drafts a Memorandum of Understanding documenting the agreements made in mediation, this document is not for the purpose of giving financial advice. Also, a party may wish to have any agreement between the parties reviewed by a financial advisor prior to execution. This is a personal decision of each party based upon the party's own judgment.

5. **Legal Rights**: The parties understand that the mediator is not obliged to identify or resolve legal issues, whether or not raised by either or both parties in the course of the mediation. Each party understands that he or she may be waiving or compromising legal rights by settlement of the dispute and the parties' claims.

6. **Disclosure of Information**: The parties understand that for mediation to be successful, full disclosure of all relevant information, written and oral, is essential. Therefore, each party agrees to be open

and honest as to all such relevant information. This includes providing each other and the mediator with all information and documentation that would be available through the discovery process in a litigation proceeding. Should either party fail to disclose any such information, the parties agree to hold the mediator harmless for any agreements made pursuant to this mediation.

7. **Confidentiality**:

A. The parties agree that they will not at any point during the mediation process or thereafter call the mediator, including anyone affiliated with Amani Mediation and Counseling, as a witness in any legal or administrative proceeding relative to this dispute. The parties further agree that they will not subpoena or otherwise call for the production of any records, notes or work product relevant to this dispute in the possession of the mediator or Amani Mediation and Counseling in any such legal or administrative proceeding. To the extent that the parties may have such rights, those rights are hereby waived by each party. If an attempt to subpoena the mediator is made in violation of this agreement, the violating party agrees to reimburse Amani Mediation and Counseling for any and all expenses incurred pursuant to such violation, including, but not limited to expenses incurred to quash such subpoena. Expenses will include actual expenses plus an hourly rate of \$150.00.

B. The parties understand that the mediator will keep all information revealed pursuant to the mediation confidential as to any and all third parties, unless permission to reveal is given by both parties. The parties understand that disclosure of otherwise confidential information can be made by the mediator to the proper authorities if there are concerns of the likelihood of past, present or future physical harm to an individual or his or her children, or the past, present or future commission of a felony.

8. **Restraining Orders**: The parties will disclose to the mediator at the outset of the mediation any past or present restraining orders against either party. The parties will obtain an exception to any current restraining orders so that they can meet together in mediation. If such an exception cannot be obtained, the parties will make other arrangements with the mediator in advance of the mediation.

9. **Termination of Mediation**: The parties understand that either or both may withdraw from mediation at any time. If in the opinion of the mediator it is determined that it is not possible to resolve the dispute through mediation, after full discussion of the reasons for this conclusion has taken place and been confirmed in writing, the mediation may be terminated.

10. **Release of Liability**: The parties enter into this Agreement with the full understanding that they agree to hold Amani Mediation and Counseling and the mediator harmless for the outcome of the mediation, including, but not limited to, legal or financial consequences irrespective of whether or not the mediation process is successful or whether or not an agreement is reached between the parties.

By signing below, I agree that I have read, understand, and agree to each of the provisions of this Agreement:

Signature of	of Party
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Date

Signature of Party

Date

Signature	of Mediator
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Date