

*Jill Cantor Lee*  
*Amani Mediation and Counseling, LLC*  
*155 E. Boardwalk Drive, Unit #503*  
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## **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

