

DKI CONSULTANTS, LLC

4920 Atlanta Hwy. #314, Alpharetta GA 30004

Phone: (770) 658-7883 Fax: (770) 825-9117

www.DKIconsultants.com

Guidelines and Agreement to Mediate

Court: _____ County: _____

Case: _____

Petitioner: _____ Respondent: _____

1. The parties understand that the purpose of mediation is to work together to find a mutually acceptable resolution of the issues that currently separate them. To achieve a mutually acceptable resolution, the mediator, the parties and their attorneys agree to work cooperatively to ensure that each party understands the facts claimed, the effects of any agreement reached, and any possible consequences of not reaching an agreement.
2. For mediation to be successful, open and honest communication and statements are essential. By signing this, the parties agree to participate in good faith and work toward a resolution of the issues and to make complete and accurate disclosure of all matters relevant to the process of settlement. This includes providing each party and the mediator with all relevant information that would be available in the discovery process in a legal proceeding. If a party deliberately withholds information or supplies false information relevant to the settlement, the agreement reached in mediation may be set aside. Materials that are otherwise discoverable are not rendered immune from discovery by use in mediation.
3. Information gathered in the mediation process is confidential and privileged. All such communications by the parties will be treated as strictly confidential by the mediator and the parties. Further, the mediator will not disclose any information shared in caucus (one on one) that a party has specifically requested to remain confidential. **All parties agree not to record the mediation. ALL parties confirm they have disclosed if anyone is present in the room during a virtual mediation.**
4. Nothing will be construed to prevent or excuse the mediator from reporting such crimes, pending threats of bodily injury or abuse to a child or party, or such other matters as to which the law requires a duty to report. Parties also are informed that all agreements filed with the court will become public record unless they take steps to seal them.
5. It is expressly understood by the parties that the mediator does not offer legal or financial advice in this mediation and is not functioning as an attorney or financial advisor whether or not the mediator is in fact an attorney or financial advisor. In this mediation, the mediator's role is to aid the parties in seeking a fair agreement in accordance with their respective interest. Parties are free to seek legal or financial advice at anytime during this session or before signing this agreement.
6. By signing this agreement all parties agree NOT to subpoena the mediator to testify concerning this mediation or in any subsequent court actions. Parties attempting to subpoena the mediator understand and agree that they shall pay all fees incurred by the mediator or DKI Consultants LLC in attempting to quash the subpoena, including but not limited to: attorney's fees, and fees for the mediator's time and travel expenses.

Party #1 Initials _____

Party #2 Initials _____

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Deb@DKIconsultants.com

7. By signing this agreement all parties agree NOT to subpoena the mediator to testify concerning this mediation or in any subsequent court actions. Parties attempting to subpoena the mediator understand and agree that they shall pay all fees incurred by the mediator or DKI Consultants LLC in attempting to quash the subpoena, including but not limited to: attorney's fees, and fees for the mediator's time and travel expenses.
8. Mediation sessions are \$225.00 per hour with a two-hour minimum. Parties agree to split the expense of mediation 50/50. Cancellation must be at least 48 business hours in advance. If cancellation is not received 48 business hours in advance the parties will be subject to a cancellation fee of \$450.00. There is a 3% convenience fee for credit cards.
9. Divorcing parties agree to refrain from transferring or disposing of any real or personal property during the mediation process without the consent of the other party. Parties agree further not to travel out of the jurisdiction with the minor children without the knowledge and agreement of the other parent.
10. Parties acknowledge that, even where participation in mediation is mandated by the court, a settlement is not required and mediation can be terminated at any time by the mediator or the parties. If the parties are successful in reaching an agreement through mediation, the parties shall receive a mediated agreement. A written, executed agreement, can be considered binding and enforceable by the court.
11. Parties acknowledge that, by their participation, they affirm that they have the capacity to conduct good faith negotiations and to make decisions for themselves, including a decision to terminate the mediation if necessary.

I have read and understand the above guidelines for mediation. I understand that the mediator does not provide legal, financial or other professional advice. I understand that I have a right to seek legal advice. Further, I understand that I am agreeing to mediate in good faith and disclose any relevant information. I will not subpoena the mediator in the event any or all issues go on through the court process. If I should attempt to subpoena anyone from DKI Consultants LLC, I understand I will be responsible for attorney fees, travel, and hourly expenses.

Party #1: _____ Date: _____

Atty: _____ Date: _____

Party #1: _____ Date: _____

Atty: _____ Date: _____

Mediator: _____ Date: _____

Observer: _____

Guardian ad Litem: _____