

Lisa Gabardi, Ph.D., LLC

Licensed Psychologist

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AGREEMENT TO MEDIATE

Please Read Carefully

This is an Agreement between _____ and _____
and Lisa Gabardi, Ph.D. (hereinafter referred to as “mediator”) to enter into mediation with the intent of resolving
the following issues: _____.

The parties and the mediator understand what is written in this agreement and agree to the following terms,
conditions, rights and responsibilities. This agreement is in effect upon my signature and payment of initial
mediation fees.

1. Mediator Responsibilities

- 1.1 To facilitate the informed and consensual resolution of the issues presented. The mediator will work with each party to be sure you have sufficient information and awareness of available options to make effective decisions for yourself.
- 1.2 To facilitate the parties themselves reaching a best, sound agreement. The mediator has no authority to determine the issues, decide or make recommendations about the issues, or to make recommendations regarding appropriate settlements to any person or agency outside of this mediation process involving the mediator and the parties above.
- 1.3 To disclose and discuss, to the best of my recall and knowledge, any prior contacts or associations with the parties and their legal counsels.
- 1.4 To work with and on behalf of both parties and thereby not offer information or advice to one individual independent of the other party, nor to champion the interests of one party over another.
- 1.5 The mediator may offer information, but will not provide legal advice, legal representation, or arbitration to either party at any time during the mediation process. You are free to consult with your respective attorneys at any time during the mediation process and will be encouraged to secure such legal counsel to review any potential agreements arrived at through this mediation. The mediator will provide copies of correspondence, draft agreements and written documentation to independent legal counsel at a party's request.
- 1.6 Likewise, while you understand that Lisa Gabardi, Ph.D. is a psychologist, Dr. Gabardi will not serve as a therapist or psychologist to either party at any time during the mediation process. If you would like such services, appropriate referrals will be made available to you.
- 1.7 The mediator adheres to the Oregon Mediation Association's "Core Standards of Mediation Practice". You may request a copy of these standards.
- 1.8 At the end of the mediation process, if requested, the mediator will prepare a written document recording your decisions and agreements for your review with your legal counsel. The written document is NOT a legal document.

2. The Parties' Responsibilities

- 2.1 Parties agree to participate in regular meetings together with the mediator with the good faith intent to complete the mediation and come to an Agreement. While the mediator may offer an estimate of number of sessions to achieve resolution, this is an estimate only and the total number and length of sessions to achieve a final outcome may vary and change with circumstances and their complexity.

- 2.2 Discussions with the mediator of substantive issues under negotiation is to occur in the presence of both parties and not between the mediator and one party solely.
- 2.3 If the mediator determines to meet with each party separately, the terms of these meetings, what will be considered confidential/private information and what information will return to the mediation process for both parties' knowledge will be discussed beforehand. Information substantive to the issues at hand in mediation will need to be shared with the other party in order for mediation to continue.
- 2.4 Both parties agree to full disclosure of information relevant to the issues involved in the mediation. Complete and accurate information, with any relevant supporting documentation, will need to be disclosed and provided to both the mediator and the other party. The parties agree that the mediator will not independently investigate and/or confirm whether requested information is accurate and/or complete.
- 2.5 Both parties agree that no legal action of any kind will be taken by either of them during the course of mediation, except with the express agreement of the other party and the mediator. Further, if either or both parties have retained counsel prior to mediation, they shall be obligated and agree to direct their respective attorney(s) in writing that no action is to be taken on their case while the matter is in mediation.

3. The Mediation Process

- 3.1 Mediation is **voluntary**. Any party may withdraw from the mediation process at any time and for any reason. Each party may withdraw from mediation and the mediator may withdraw from or terminate the mediation process with good cause (e.g. in the mediator's judgment, you are not benefitting from the mediation). The mediator would help you to find another qualified mediator or other professional.
- 3.2 A proposed Agreement is **not legally enforceable and is not binding**. A mediation settlement is not a substitute for a legal process. It may still be necessary for a court to review your final Agreement. Each party will be encouraged to seek the advice of independent and separate legal counsel to review a proposed Agreement prior to the signing of any final written Agreement. Only once an Agreement is signed by both parties may it be admissible in court.
- 3.3 The scope of the mediation process, including determining the specific issues to be addressed is to be determined early in the mediation process and reviewed throughout the process. The parties are responsible to determine the relevant issues, with mediator facilitation and then agreement with all parties regarding the issues to be addressed in mediation.
- 3.4 The mediation process is strictly **confidential**. Each party agrees that any statements made during mediation; any discussions, any drafts of agreements, including unsigned mediated agreements shall be considered confidential and for the sole purpose of the mediation and shall not be admissible in any court, administrative or other contested proceeding. No party shall request that the mediator testify or that notes, records, or documents prepared by the mediator for the mediation process be used or admitted as evidence in any legal proceeding. You have been advised that state law and court rule provide for confidentiality in mediation. The mediator will not disclose information about you or the mediation process to any person or agency without the express written permission of both parties, unless so required by law. Such exceptions to confidentiality may include suspected child abuse, elder abuse, actual or potential threat to life or safety, or where ordered to do so by judicial/court authority. At times, I may consult with other qualified professionals about a specific situation. This is part of a responsible professional process which helps maintain high standards of professional service. If such consultation occurs without your written permission, you can be assured that no identifying information will be shared with the other professional.
- 3.5 The mediator will provide both parties with written copies of any relevant rules of mediation. The parties further understand and agree that such written rules which they have received are part of this agreement and, as such, the parties are obligated to follow those rules in good faith and to the best of their abilities.

4. Mediation Fees

- 4.1 The parties and the mediator agree that the fee for the mediator shall be \$225 per hour for any and all services provided as mediator. This shall include time spent with the parties as well as time (on a prorated basis) required to study documents, research issues, gather information, correspond

(including but not limited to email correspondence), conduct telephone calls, prepare draft and final agreements/documents, and do other things as may be reasonably necessary to facilitate the parties reaching a final agreement. The mediator shall also be reimbursed for all expenses incurred as a part of the mediation process, including but not limited to copy charges, long distance calls, etc. Except for cancellations related to real emergencies, there will be a one hour (\$225.) charge for any cancellations that occur less than 48 hours before the scheduled appointment.

4.2 The parties agree to make a payment of \$900 to the mediator with the signing of this agreement as an initial retainer. As time is expended and expenses incurred, this amount will be credited to your account at the above hourly rate for services rendered. Any unused balance of the retainer will be refunded to the parties at the completion of the mediation.

4.3 The parties shall be jointly and severally liable for the mediator fees and expenses. Payments should be made at the time of each appointment. The parties will receive a monthly accounting of fees and expenses by the mediator. After your full retainer has been credited on the account, remaining balances are expected to be paid in full no later than 15 days following the billing date; unless special arrangements have been made in writing with the mediator. If there is an outstanding balance for 30 days, the mediator reserves the right to suspend and/or withdraw from the mediation until payment is current. Balance must be paid in full before a draft of settlement agreement is delivered to you. Any unpaid balance past due more than 60 days will be charged a monthly service charge of 9%.

By my signature, I am indicating that I have read and fully understand this agreement. I agree to the terms and conditions as they are stated herein. There are no verbal agreements between the parties and the mediator modifying and/or expanding upon the terms of this agreement.

Date: _____

Signature of Participant: _____

Signature of Participant: _____

Signature of Mediator: _____

Lisa Gabardi, Ph.D., LLC