



Finding Middle Ground in Middle Georgia

MEDIATION GUIDELINES AND AGREEMENT

1. The purpose of mediation is to find a mutually acceptable resolution of the issues that the parties bring to each session. The mediator will lead negotiations to assist in developing a settlement that is acceptable to the parties. The mediator does not make decisions for the parties. The mediator will not offer legal, financial or therapeutic advice to any of the parties. The parties are encouraged to seek such advice independent of the mediation.
2. For mediation to be successful, open and honest communication in negotiations and statements is essential. If a party deliberately supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.
3. Information gathered in the mediation process is confidential. Any statement made during a mediation conference is confidential, not subject to disclosure, may not be disclosed by the mediator, and may not be used as evidence in any subsequent administrative or judicial proceeding, unless otherwise developed or obtained through investigation or discovery. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure.
4. Nothing in this agreement shall be construed to prevent the mediator from reporting crimes, imminent threats of bodily injury or abuse. The mediator has no attorney-client relationship with the mediation participants.
5. By signing this agreement, all parties agree to participate in good faith in each scheduled mediation session. All parties agree to work toward resolution of the issues. Should it develop that an agreement cannot be reached through mediation, the case will then proceed in a regular fashion through the court process.
6. The parties and their counsel understand that payment of the mediator shall include the following fees at the specified rates, including travel time and mileage at the currently approved IRS rate:
 - a. Administrative Fee: \$100.00 per party
 - b. Hourly Rates:
\$200.00 per hour per party for two parties
\$150.00 per hour per party for three parties
\$125.00 per hour per party for four or more parties
 - c. Minimum Charge: Three hours

- d. Cancellation Policy: There is no penalty if cancellation is made prior to one week before the hearing date; however, a three-hour minimum hearing fee may be charged to the responsible party if cancellation is within one week of the hearing date, unless another mediation can be scheduled in place of the one being cancelled.

Payment may be made at the conclusion of the mediation. If not, the mediator will submit a written invoice for services to counsel, and such invoice shall be due upon receipt. If payment is not made at the mediation, attorneys for the respective parties shall be responsible for payment.

7. The parties will not hold any court, the mediation staff, or the mediator liable for the results of the mediation. The parties understand the mediation is a confidential settlement conference, and as such, the specifics of the negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. Therefore, the parties hereby agree not to subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceedings, and shall reimburse the mediator for any fees and costs associated with any attempt to obtain such information.

The undersigned have read (or been read) and understand the above guidelines for mediation and agree to abide by the same.

Date

Date

Date

Date

Date

Date

Date

William P. Adams, Mediator

Date