

WENDY FORRESTER
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MEDIATION AGREEMENT

This agreement is between _____ and _____, hereinafter referred to as the "Parties" and Wendy Forrester, hereinafter referred to as the "Mediator" to enter into mediation with the intention of resolving issues arising from the dissolution of marriage.

1. Nature of Mediation

The parties understand that mediation is an agreement reaching process in which the mediator assists the parties to reach an agreement in a collaborative manner. The parties understand that mediation is a non-adversarial approach to the dissolution of marriage. Through the mediation process, the parties will have the opportunity to exchange information, discuss their views and negotiate their own settlement rather than having one imposed on them by the Court. A successful mediation requires recognition by each party to learn about and consider the position of the other and a willingness to compromise. It is understood that the role of the mediator is not to decide issues for the parties. The mediator will not provide either party with legal or tax advice.

2. Mediation is Voluntary

All parties state their good faith intention to complete the mediation by an Agreement. It is understood that any party may withdraw or suspend the mediation at any time. The mediator may terminate the mediation at any time if she believes that either party is not participating in the mediation on a meaningful basis, that either party has not disclosed requested or required financial information, and/or that a resolution of the issues is not possible. In the event that the mediation is terminated by either party or the mediator, the mediator will not represent either party in an adversary proceeding against the other. The mediation shall be considered terminated in the event there is no contact between the mediator and the parties for a period that exceeds 90 days.

3. Confidentiality

It is understood that mediation is a confidential process. Mediation discussions, mediator notes, draft proposals, draft Declarations of Disclosure, any documents prepared for mediation and unsigned documents, including unsigned agreements, Income and Expense Declarations and Schedules of Assets and Debts and e-mail communications with the mediator shall not be admissible in any court or other proceeding. The mediated agreement signed by the parties will be admissible and enforceable in any court action. The parties agree not to call the mediator to testify in any court proceeding or to provide any materials prepared by the mediator or the parties for mediation in any proceeding of any type. The parties understand that the mediator will not release her notes or memoranda to either party and that the mediator may destroy said materials at her discretion. The mediator is authorized to communicate information related to the mediation proceeding to the parties' attorneys, accountants, advisors, therapist and divorce professionals involved in the mediation which in her discretion she deems appropriate to aid the progress of the mediation proceeding. The parties understand that the mediator may have

private caucus meetings and discussions with an individual party and that all such meetings and discussions shall be confidential between the mediator and the party.

4. Full Disclosure

Each party agrees to fully, honestly and timely disclose all relevant information and documents as requested by the mediator. Each party agrees to fully and accurately disclose all relevant assets, debts, income, financial opportunities and other information that may be relevant to the decision making process. Failure to fully disclose material or requested information will be considered grounds for terminating the mediation. California law requires that before parties to a dissolution/legal separation can sign an agreement settling property or support issues, that the parties exchange a signed formal written financial disclosure of property, obligations, business opportunities and income. This document is called a Declaration of Disclosure.

5. Mediator Impartiality

The parties understand that the mediator must remain impartial throughout the mediation. The mediator will not champion the interests of any party over the other.

6. Right to Legal Counsel

The parties are each strongly advised to consult or be represented by legal counsel, especially before signing a settlement agreement. The mediator will not give legal or tax advice, nor is an attorney client relationship created between the mediator and the parties. The parties may obtain their own independent legal, tax, accounting or appraisal advice at any time. The mediator is not responsible for setting the value of any item of property or determining the existence of any asset or debt, including tax liability.

7. Nonbinding Process

No agreement made during the mediation is binding on the parties unless the settlement terms are incorporated into a written agreement which has been signed by the parties.

8. Fee Arrangement

The parties agree to the mediator's professional fee of \$ _____ per hour. The mediator bills on an hourly basis for meetings, telephone calls, e-mail communications, conferences between the mediator and consulting professionals, letters, mediation memorandum and document preparation and review. Fees are payable at the time they are incurred. The mediator may request fees in advance for the preparation or review of documents, consultation with professionals, preparation of the Memorandum of Understanding, the settlement agreement and other anticipated services.

Each of us has read this Mediation Agreement in its entirety and understands its contents.

The foregoing is understood and agreed to.

Dated _____

Dated _____

Signature _____

Signature _____

WENDY FORRESTER, MEDIATOR