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MEDIATION SERVICES FOR DIVORCING COUPLES

Mediation is the least adversarial and least expensive method of separation and divorce. Mediation is often used prior to filing for divorce to avoid the emotional and financial costs associated with lengthy litigation. Mediation can take place prior to litigation, as well as after litigation has been initiated. Jurisdictions will often require mediation prior to scheduling a final hearing. The process consists of a couple meeting with a mediator to resolve the issues that cannot be settled on their own. A mediator is a highly-trained professional who is neutral. The information discussed is confidential; however, it does have limitations. Please read the following information carefully. It is intended to prepare you for the process.

The Supreme Court requires that detailed financial affidavits be completed and filed by each party as well as child support guidelines worksheets when there are children of the marriage. These requirements **cannot** be waived even when there has been a complete agreement between the parties. The mediation process or conference time is used to complete these forms and arriving at a settlement agreement. Once an agreement has been made between the parties. A formal written Marital Settlement Agreement is prepared for the parties. Preparation of the agreement is a separate cost and is outlined below.

This is an agreement between _____ and _____, hereinafter "participants," and Rebecca Inman, hereinafter "mediator," to enter into mediation with the intent of resolving issues related to the dissolution of marriage. Rebecca Inman is certified as a Supreme Court Mediator in the state of Florida.

The participants and the mediator understand and agree as follows:

1. Nature of Mediation

The participants hereby appoint Rebecca Inman, a Supreme Court Family Mediator in the state of Florida as mediator for their negotiations. The participants understand that mediation is an agreement-reaching process in which the mediator assists participants to reach agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the participants. The participants understand that mediation is not a substitute for independent legal advice. The participants are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement. The participants understand that the mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The participants also understand that the mediator has an obligation to

work on behalf of each party equally and that the mediator cannot render individual legal advice to any party and will not render therapy within the mediation.

_____/_____
INITIALS OF PARTIES

2. Scope of Mediation

The participants understand that it is for the participants, with the mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

_____/_____
INITIALS OF PARTIES

3. Mediation Is Voluntary

All participants here state their good faith intention to complete their mediation by an agreement. It is, however, understood that any party may withdraw from or suspend the mediation at any time, for any reason.

_____/_____
INITIALS OF PARTIES

The participants also understand that the mediator may suspend or terminate the mediation if s/he feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that s/he can no longer effectively perform his/her facilitative role.

_____/_____
INITIALS OF PARTIES

4. Confidentiality

It is understood between the participants and the mediator that the mediation will be strictly confidential. As such, all mediation discussions, including all written, oral and digital communications with both participants and their advisors, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. Only a mediated agreement, signed by the participants, may be so admissible. The participants further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the participants. The mediation is considered by the participants and the mediator as settlement negotiations. The participants understand the mediator has an ethical responsibility to break confidentiality if s/he suspects a party or another person may be in danger of physical harm.

_____/_____
INITIALS OF PARTIES

5. Full Disclosure

Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.

_____/_____
INITIALS OF PARTIES

6. Mediator Impartiality

The participants understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation or in any court or other proceeding. The participants agree that the mediator may discuss the participants' mediation process with any attorney any party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all participants directly. The mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a party's request. The mediator may communicate separately with an individual mediating party, in which case such "caucus" shall be confidential between the mediator and the individual mediating party unless they agree otherwise.

_____/_____
INITIALS OF PARTIES

7. Litigation

The participants agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process.

_____/_____
INITIALS OF PARTIES

8. Mediation Fees

The participants and the mediator agree that the fee for the mediator shall be \$175.00 per hour for time spent with the participants and for time required to study documents, research issues, correspond, telephone call, prepare draft and final agreements, and do such other things as may be reasonably necessary to facilitate the participants' reaching full agreement. The participants further understand that copying, postage and long-distance phone calls will be billed to them. The mediator shall be reimbursed for all expenses incurred as a part of the mediation process. A deposit payment of a minimum of two (2) hours in advance toward the mediator's fees and expenses shall be paid to the mediator along with the signing of this agreement. Any unearned amount of this deposit fee will be NOT refunded to the participants. The time allocated to the participants mediating cannot be given to another party, and subsequently the mediator cannot recoup the time that was reserved. A separate marital settlement agreement will be prepared

based on the agreement realized between the two parties at the conclusion of mediation at an additional cost of \$850. The final agreement is based upon what is agreed to in mediation. If redrafts or additional paperwork is required after the agreement has been prepared, additional fees and costs may be incurred at \$175 per hour. If you are paying with a credit card, your statement will reflect the fees being collected by and processed by Nu Vision Counseling Professionals, Inc. By signing this agreement, the parties hereby agree that these fees cannot be disputed for any reason and that there are no refunds.

The participants shall be jointly and severally liable for the mediator's fees and expenses. As between the participants only, responsibility for mediation fees and expenses shall be for one-hour consultation at \$250, for two parties. Three or more parties are billed at \$135 per hour per person. All blocks of mediation time are pre-paid. Clients are responsible for any overage and payment must be collected when mediation ends. There is an additional charge of \$850 for preparation of the marital separation agreement, dissolution and parenting plan. Court costs are separate and not included in the fees between the mediator and the parties seeking services. Please budget for these costs.

The participants will be provided with a monthly accounting of fees and expenses by the mediator. Payment of all fees and expenses are paid in advance unless an agreement has been made in advance between the parties.

Should payment not be timely made, the mediator may, at his/her sole discretion, stop all work on behalf of the participants, including the drafting and/or distribution of the participants' agreement, and withdraw from the mediation.

_____/_____
INITIALS OF PARTIES

I have read all parts of this agreement and understand it in its entirety.

Dated this _____ day of _____, 2019.

Name of Spouse One

Date

Signature of Spouse One

Name of Spouse Two

Date

Signature of Spouse Two