

The Law Office of Diane L. Mader

Attorney at Law & Mediator

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MEDIATION AGREEMENT

1. Subject of Mediation

Planning the dissolution of marriage including custody, physical placement, and financial issues.

2. Purpose of Mediation

Mediation is a dispute resolution process. The goal of mediation is to reach agreement on all divorce related issues.

3. Role of the Mediator

I am employed by you to act as your mediator. A mediator is a neutral facilitator. I will provide legal information, but I will not provide legal advice. I will be impartial and nonjudgmental. I will help you work together in a civil atmosphere as you craft an appropriate divorce agreement. I do not represent either of you. I do not decide your case or tell you what decision to make. At your request, my role can include preparing documents to be filed with the Court.

4. Confidentiality of Mediation

The mediation process shall be considered "settlement negotiations" for evidentiary purposes. I will not be called as a witness by either of you. All information obtained by me shall be treated confidentially and divulged only to you.

Mediation is confidential. You recognize that mediation services are compromise or settlement negotiations and as such are inadmissible in any litigation. You acknowledge that by agreeing to the mediation process, you are expressing your understanding that statements and written materials made or prepared in mediation, may not be used in any court proceedings.

Regardless of the confidentiality of mediation proceedings, you acknowledge that I may have a duty to report to authorities any threats to the safety of an individual or to the public that are made or disclosed in mediation.

You agree that you will not call me as a witness in any litigation involving the participants and that my records, notes, file, or work-product will not be subpoenaed for any proceedings or litigation involving either of you now or in the future. You agree that you will seek to protect me, your file, and any information about the mediation from disclosure in litigation.

I may caucus (meet privately) with a participant if I believe it would be useful. If this happens, I will not disclose statements made in caucus without the consent of the participant who made the statement.

5. Full Disclosure of Financial Information

You must provide complete financial information prior to beginning financial mediation. Each participant is legally required to make full financial disclosure. Subsequent disclosure of non-disclosed financial information may constitute grounds for nullifying a mediated agreement.

6. Drafting

The process of summarizing agreements and drafting court documents is part of mediation, if the participants request that service. My duty to be impartial continues through the drafting process.

Any documents that I draft for filing with the court must, by Supreme Court rule, contain the notation that the document was drafted by an attorney acting as a mediator.

7. Termination of the Mediation

Mediation is a voluntary process and any participant may terminate the process at any time. No participant will be pressured to accept an agreement or to sign any document prepared in mediation.

8. Independent Legal Counsel Recommended

Both participants are encouraged to consult with independent legal counsel early in the mediation process in order to be advised of the law and legal issues particular to their case. Reviewing agreements with independent counsel during the course of mediation and after final agreement is reached will assure that you are aware of your individual rights and the legal issues and implications involved in your case.

It is expressly agreed and understood that I cannot represent either or both of you in a

divorce or post divorce legal action before, during, or after the mediation process.

I may provide legal information, but I will not advise or direct your decisions. I will not offer an opinion based upon an interpretation of the law as applied to the facts of your circumstances. You are advised to consult individual, independent attorneys to gain an understanding of the applicable statutory and case law, as well as local judicial practice, before reaching agreement. Legal alternatives that develop during the mediation process should be discussed by you with your respective legal counsel for review and explanation.

Mediation is not a substitute for independent legal advice. You understand that I have an obligation to deal with you each neutrally. Although I am a licensed attorney, I am prohibited by the ethics rules governing attorneys from providing legal advice to either of you. Each participant understands that some questions may come up in the mediation process that I must refuse to answer because answering the questions would constitute providing legal advice. If such questions come up, I must tell you that I cannot answer the questions under ethics rules and will advise you to consult with independent attorneys. Your decision not to seek independent legal advice does not prohibit you from continuing in mediation.

There is no attorney-client relationship between the Mediator and the Parties, or either one of the Parties.

10. Fees

The hourly rate for mediation is _____. The participants will pay for each mediation session at the conclusion of the session or they will pay a retainer, if requested and agreed.

Fees are charged for all the time I spend on your mediation including time spent in actual mediation, preparation for mediation, correspondence, document drafting, telephone calls, emails, and communication with any other jointly hired experts or specialists.

Mediation bills for time spent between sessions will be sent to both parties and due within ten days.

We will split the mediation fees equally or in the following way:

Any participants hiring an independent attorney shall be solely responsible for that attorney's fees.

11. File

I do not retain a file.

SIGNATURES:

name

Date

name

Date

Diane L. Mader, Mediator
Drafted by Diane L. Mader