**MEDIATION AGREEMENT: General agreement to mediate a specific dispute with designation of mediator and terms.**

**AGREEMENT TO MEDIATE**

Adam Krauss and Sarahmay Bench agree(s) to have Resolute Mediation & Arbitration, Inc. (RM&A, Inc.) administer the mediation of the minor child- Claire on the following terms and conditions:

**1. Mediation Procedures**

The mediation shall be held and conducted according to this Agreement to Mediate and the current Mediation Procedures of RM&A, Inc., incorporated here.

**2. Mediator**

The parties agree that Guno O.Ritfeld, J.D will be the Mediator. The Parties recognize the Mediator is a neutral party and has no personal ties with either party and that the mediator is an agent or employee of RM&A, Inc.

**3. Mediation Fees**

1. The Mediation fee will be $300.00 plus incidental expenses, should the parties require the mediator to travel to a location other than the Office of RM&A, Inc.
2. Any charges for Mediation fees and travel time shall be paid in accordance with RM&A, Inc. policy. Payments are due prior to each mediation conference unless other payment agreement is being made (see below). Any additional amounts are due at the conclusion of each mediation session.
3. Other payment agreement: All parties will attend via teleconference via RM&A platform. The date as agreed by the parties and the mediator.

All payments can be made online with credit/debit card, cash, money order, or cashier’s check.

**4. Consulting with Legal Advisers**

**Any party not represented by a legal adviser or in appropriate cases other professional adviser is advised to consult one before, during, and after the Mediation Session and before finalizing an agreement reached pursuant to the Mediation. The parties recognize that neither RM&A, Inc.,nor the Mediator is giving legal advice or acting as a lawyer for any of the parties or analyzing or protecting any party’s legal rights.**

**5. Private Sessions**

The Mediator may hold private sessions with only one party. These private sessions are designed to improve the Mediator’s understanding of the party’s position. Information gained by the Mediator through such a session is confidential unless: (a) it is in any event publicly available, or: (b) the Mediator is specifically authorized by that party to disclose it.

**6. Confidentiality**

1. The parties recognize that the Mediation Session is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the Mediation Session is without prejudice and will be inadmissible in any litigation or arbitration of the dispute. Evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the Mediation Session. The parties will not subpoena or otherwise require RM&A, Inc., nor the Mediator or any other person attending the mediation under the auspices of RM&A, Inc.to testify or produce records, notes, or any other information or material whatsoever in any future or continuing proceedings.
2. All documents, statements, information, and other material produced or given for or during the Mediation whether in writing or orally shall be held in confidence by the parties and shall be used solely for the purposes of the Mediation. At the termination of the Mediation all such material shall be returned to the originating party or forthwith destroyed at their option.

 **7. Termination of Mediation Session**

Either of the parties or the mediator shall be entitled in their absolute discretion to terminate a Mediation Session at any time without giving any reason therefore.

By signing this agreement you acknowledge receipt of a copy of the Rules of Mediation, which are incorporated as part of this Agreement to mediate, and you agree to abide by them.

I look forward to work with you. If this Agreement accurately reflects our understanding, please sign your names in the spaces provided below.

Party One

Name: Adam Krauss Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party two

Name: Sarahmay Bench Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted to administer the Mediation as provided for:

Date: 12/14/2017

Name: Guno Ritfeld, J.D

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_