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VS.

CIVIL ACTION FILE # \_\_\_\_\_

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### **CIVIL GUIDELINES FOR MEDIATION**

Mediation is a non-adversarial process that is most effective if the parties involved work within the following guidelines:

1. Leave fault and blame aside. Accusations only hinder the process and are not relevant to the issues to be discussed in mediation. Mediation differs from litigation in that the parties, with the assistance of the mediator, reach their own agreement. The mediator will not make decisions for the parties. The mediator will lead the negotiations in assisting the parties to reach a decision that is acceptable to all.
2. Accept responsibility for yourself. State what you want and need. Include your intent, reasons and feelings. This helps facilitate the process.
3. The mediator is not acting in the capacity of an attorney and **does not offer legal advice**. All parties are encouraged to have independent legal counsel. Parties are also encouraged to have their attorney review any settlement prior to the acceptance of any agreement or the signing of any documents. An outline may be completed to incorporate all issues discussed/agreed upon during the mediation session. All parties are also responsible for having their own accountant or tax advisor look over tax ramifications of agreements reached.
4. There may be times when the mediator feels a "caucus" is needed. This is when the mediator will meet with each party separately for clarification of issues. The caucus is the only time during the mediation process that information could be confidential between the parties. Information will not be shared unless permission of that party is obtained.
5. Information gathered in the mediation process is confidential and privileged. Neither the mediator nor any court designee shall willingly testify for or against either party involved should either party end the mediation process and litigate the matter in court. By signing this agreement, all parties are acknowledging that they have been advised that they may not subpoena the mediator or any court designee to testify concerning this mediation in any subsequent court actions. All parties also agree not to record the mediation session in any manner.

6. I understand that the confidentiality of the mediation process shall not excuse a mandated reporter's duty to report any abuse, acts of violence, or threats of violence revealed during said process. Mediators that are not mandated reporters may report the preceding at their discretion.

7. By signing this agreement, all parties acknowledge they are under court order, from Cobb County Superior Court, to mediate. All agree to participate, in good faith, in each scheduled mediation session. All parties agree to work towards resolution of the issues.

8. I understand that payment of the mediator shall be agreed upon at the mediation conference. The agreed upon fee for this mediation shall be \_\_\_\_\_ hourly or \_\_\_\_\_ daily.

I have read and understand the above guidelines for mediation. I understand that neither the Mediator(s) nor court designee shall provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice. I further understand that by signing this agreement I am agreeing to mediate in good faith, at the agreed upon rate, and that I am under court order to do so. I have also been advised that I may not subpoena the mediator or any court designee to testify in court in any subsequent court action.

\_\_\_\_\_ (date) \_\_\_\_\_  
signature

Mediator \_\_\_\_\_