

MEDIATION AGREEMENT

We have voluntarily retained Alayne Katz to conduct family and/or divorce mediation with us. We understand that each of us is free to consult with and/or retain an independent attorney at any point in the mediation process. If we do not do this, it is by our own choice. Alayne Katz has made it clear to us that she expects each of us to consult with independent attorneys before signing any Separation Agreement, and we agree to do so.

Alayne Katz and the parties further agree with one another as follows:

A. Mediation is a voluntary procedure. We are undertaking it to reach a settlement of a dispute, between us, the parties. This voluntary process depends on the development of trust from increasing openness and risk taking. As a result, everyone involved in mediation, and the mediation process itself, needs the protection offered by complete confidentiality.

B. We agree that all communications between the parties and Alayne Katz about the dispute are settlement discussions and accordingly, cannot be disclosed to a Court.

C. The parties agree that they will not call Alayne Katz or any consultant brought in by Alayne Katz as a witness in any court to testify regarding any aspect of the mediation. The parties shall not require the production in court of any records or documents made by Alayne Katz or any consultant brought in by Alayne Katz.

Our fee is _____ hundred dollars per hour, or prorated for parts of an hour. Fees will be paid at each session. This fee is for mediation sessions, telephone contacts with us or other professionals concerning our mediation or researching, preparing and drafting written materials. No work will be done without our consent.

The parties agree to provide twenty-four hours notice of appointment cancellation. A charge of _____ dollars shall be assessed for appointments canceled with less than twenty-four (24) hours notice.

We understand that consultants may be required to handle specialized tasks. The charges of those consultants will be separate and in addition to fees charged by Alayne Katz. These separate fees will be discussed with us beforehand and billed directly to us by these professionals.

This agreement is contractual and cannot be changed or waived without the written consent of Alayne Katz and the parties.

Attached hereto and made a part hereof is a Statement of Client Rules.

Consented and Agreed to by the Parties:

(NAME)

DATE

(NAME)

DATE

ALAYNE KATZ

DATE