

## Mediation Agreement

### John and Jane

John and Jane wish to resolve the issues in their separation in a non-adversarial manner, and as such they have agreed to the following terms:

1. David Curtis is retained to act as the Mediator with respect to the following issues:
  - (i) parenting arrangements including custody of and access to the children;
  - (ii) child support and spousal support;
  - (iii) possession of the matrimonial home;
  - (iv) division of financial assets; and
  - (v) other financial issues.
2. The Mediator, David Curtis, is an impartial third party whose role is to assist John and Jane to negotiate an agreement that meets the needs of both parties and their children.
3. In attempting to bring about an Agreement, the Mediator will meet with John and Jane for joint sessions and on occasion for individual sessions. The Mediator may include in the mediation process any other significant third party, such as the children, legal counsel or other significantly involved persons, following consultation with John and Jane .
4. Information shared with the Mediator during individual sessions may be shared with the other party, at the Mediator's discretion, unless the individual interviewed requests that specific information be kept confidential. The Mediator may disclose any relevant information if there is a threat to anyone's safety.
5. With the exception of the Client Questionnaire (which is confidential), the Mediator will make copies of all correspondence received from the parties including legal documents, faxes, emails or recordings for the other party prior to reviewing such correspondence. The purpose is to ensure that both parties have an opportunity to review and respond to any information given to the Mediator. It is also to maintain the Mediator's impartiality. If the correspondence raises concerns about a party's safety, the person providing the information should discuss this with the Mediator before submitting the information.
6. David Curtis will be acting as a Mediator and will not be giving either party legal advice. John and Jane have agreed to retain the services of Family Law Lawyers as soon as possible to ensure that they are fully informed of their legal rights and obligations and the legal implications of any Agreement reached in mediation.
7. As soon as the lawyers are retained, a Mediation meeting will be held to introduce all the participants to each other, review and sign the Mediation Retainer, clarify roles and decide whether other professionals will be needed (such as accountants, valuers, *etc.*)
8. The Mediator may obtain information from relevant sources and may consult such persons and read such reports, records or documents as he deems necessary for arriving at an Agreement following consultation with the parties. It is agreed that the parties will:
  - (i) make full disclosure of all relevant information reasonably required for the Mediator to understand the issues being mediated; and
  - (ii) execute any Releases of Information necessary for the Mediator to obtain relevant information.
9. The parties understand that interim agreements with respect to parenting arrangements, and child and/or spousal support will be factors to be considered by the courts, in the event that an agreement is not reached in mediation.
10. When a tentative agreement is reached with respect to a Parenting Plan, a Memorandum of Understanding may be finalized with John and Jane and their counsel, so that closure can be

achieved on this issue. Once there is final agreement on the Parenting Plan, the Memorandum will be signed and witnessed with the lawyers. Questions or concerns with respect to financial issues can then be discussed so that the next part of the mediation process can proceed smoothly.

11. Prior to discussing issues related to property or support John and Jane, with the assistance of their lawyers, will:
  - (i) make full financial disclosure to each other and the Mediator;
  - (ii) undertake not to hide or dispose of any assets; or
  - (iii) not cancel or change any beneficiaries of life insurance or health care policies while the mediation is in process.
12. In the event that information obtained during the mediation discloses an actual or potential threat to the safety of any of the participants or a breach of the *Child and Family Services Act* or *Criminal Code*, the Mediator is obligated to report such information.
13. Neither party nor anyone acting on their behalf will commence legal proceedings or, if legal proceedings have been commenced, take any fresh steps in the legal proceedings between the parties with respect to those issues that are being mediated, without prior notice to the Mediator and the other party. If a party chooses to litigate the mediation will likely end, particularly in a collaborative process.
14. If the parties reach agreement on some or all of the issues, the Mediator will prepare a Memorandum of Understanding with respect to those issues which will be sent to both counsel to review with the parties.
15. If the parties fail to agree on one or more issues it is understood that:
  - (i) the Mediator will not prepare a report or make recommendations with respect to any issues that are not resolved in mediation;
  - (ii) in the case of financial issues, any documents prepared for the purpose of financial disclosure may be used by the parties in future proceedings, with their consent;
  - (iii) if the parties do not reach an agreement through mediation on any specified issue, that will be so reported by the Mediator;
  - (iv) anything said or any admission or communication in the course of the mediation is not admissible in any legal proceeding;
  - (v) anything said or any admission or communication made in the course of the mediation by the parties or the Mediator is confidential and may not be communicated to outside parties without the express permission of all parties and the Mediator. This does not apply to any circumstances or communication as outlined in paragraph 12 above;
  - (vi) both parties agree not to subpoena the Mediator's notes or records; and
  - (vii) the Mediator will not be called as a witness by or on behalf of either party in any legal proceeding.
16. It is agreed that:
  - (i) John and Jane will pay an initial retainer of \$2,000 and share the cost of mediation equitably; and
  - (ii) the hourly rate will be \$200 per hour. The fees are subject to change upon notice by the Mediator.
  - (iii) interim accounts shall be sent out to the parties and payment shall be due when rendered;
  - (iv) from time to time an additional retainer will be requested to cover anticipated future steps in the mediation. The mediation will not continue until the retainer is paid.
17. Any report or Memorandum of Understanding will not be released until all outstanding professional fees and disbursements related to the mediation have been paid in full.
18. Interest will be charged at the Prime Rate on all accounts outstanding after 30 (thirty) days at the time the account is rendered.

