

RULES FOR MEDIATION

1. *Initiation and/or Termination of Mediation.* The mediation process should be entered into voluntarily by the parties and shall remain non-coercive. Parties may terminate the mediation process, and if either party decides to end the mediation before a Mediated Agreement has been reached, it is agreed that the process will be terminated during a mediation session. The parties further agree that they will not interrupt each other or use derogatory terms that may impede the mediation process. Each party will have their turn to be heard.
2. *Physical Abuse/Substance Abuse/Mental Illness.* The parties agree to notify the mediator(s) at the first session if the history of their relationship includes physical abuse, alcohol or substance abuse, or severe emotional disorder of either party. If it is determined at any point that child abuse is an issue, the parties recognize the mediator's right to notify the appropriate authorities interested in child protection, thus automatically terminating the mediation process. The mediator also has the duty to warn intended targets of threats made against them when the threat has been made in the presence of the mediator.
3. *Right to Caucus.* The mediator retains the right to caucus or meet with each party separately in order to assist the mediator in clarifying the issues and/or to facilitate the parties' negotiations. Especially in cases where there has been a history of domestic violence between the parties, and/or if there is a reason the parties should not or cannot come together for a face-to-face meeting, then the mediator may invoke the right to caucus with each party separately.
4. *Role of Mediator.* Decisions made on all legal issues rest with each party. The mediator's role is to 1) control the process, ensuring that no one is exploited or intimidated, 2) help generate options and offer solutions where appropriate, and 3) generally facilitate communications between the parties so as to help them reach agreements in a neutral atmosphere. The mediator will not serve as a therapist or legal counsel to the parties either prior to or during the mediation.
5. *Full Disclosure.* In cases involving property disputes, child custody, and/or spousal support issues, mediation will only proceed if both parties consent to negotiate in an informed manner. Mediation requires full disclosure of the facts and figures to be negotiated, and the mediator may require the parties to produce a notarized Family Court Financial Declaration, bank statements, appraisals, tax returns, pension statements, insurance information and other information the

mediator deems relevant to the negotiations. Failure to disclose information necessary for a fully knowledgeable decision will nullify and void the mediation process and any Agreements entered into based on incomplete information. During the mediation process, no party will transfer, encumber (or make major purchases), conceal or in any way buy or dispose of any tangible or intangible property without the consent of the other party except in the usual course of business or for the necessities of life.

6. *Legal Advice/Representation.* The parties are expected to obtain legal advice early in the mediation process. The final Mediated Agreement is not necessarily considered legally binding until same has been reduced to writing, executed, and made an Order of the Court. This is generally accomplished by Consent Order drawn up by independent counsel. The mediator(s) shall not render or be responsible for legal decisions, and each party acknowledges responsibility for their own decision and responsibility for having their Agreement reviewed by an attorney and presented to Court for approval and incorporation into an Order of the Court.
7. *Rights of Children.* In cases involving children, it is assumed that children have a right to love and respect both parents, and a right to have each parent in his or her life as fully as possible. While the mediator has a duty to be impartial in cases involving children, the mediator also has a responsibility to promote the best interest of the child(ren) and other persons who are unable to give voluntary, informed consent.
8. *Confidentiality.* The communications made in mediation sessions are considered negotiations and settlement offers by all parties. Both parties agree by signing below that they will not attempt to call the mediator as a witness to testify in court or subpoena records of the mediator. All information furnished and statements made by the parties during mediation shall be confidential, except as set forth in paragraph (2) above, and except that the mediator may reveal a confidence if necessary to establish a claim or defense in a controversy between the mediator and a party. Nothing in this provision shall restrict the mediator from complying with any law requiring the reporting of child abuse or the duty to warn intended targets of threats.
9. *Attachment to Agreement to Mediate.* The provisions as set forth herein shall be attached to the Agreement to Mediate and shall serve as rules governing the mediation process and are incorporated into any final Mediated Agreement between the parties.