

Joel D. Walton, M.A., M.F.T.
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CONFIDENTIAL

PRIVATE MEDIATION AGREEMENTS

This Confidential Mediation Agreement is entered into this date _____, by _____ and _____, hereinafter referred to as “Clients”, and Joel D. Walton, M.A., M.F.T., hereinafter referred to as “Mediator”. By signing this Agreement below, each Client represents that he/she has read this Agreement completely, understands all the terms of this Agreement, and is entering into this Agreement freely and voluntarily. With this understanding, the Clients and the Mediator hereby agree as follows:

1. **CONFIDENTIAL MEDIATION DEFINED:** “Confidential Mediation” is the process in which the Mediator assists the Clients in identifying issues of controversy existing between them and then assists the Clients in finding a mutually acceptable solution to the controversy. This mediation process is said to be “confidential” because the Mediator shall only write a report listing the agreements that have been reached and shall only supply the parents with the report. No information shall be provided to any other parties other than the parents.
2. **GOAL OF NON-CONFIDENTIAL MEDIATION:** The goal of confidential mediation is to facilitate a mutually acceptable solution to the controversy, which represents the best interest of the child(ren).
3. **MEDIATOR’S ROLE:** The role of the Mediator is to assist the Clients in identifying issues of controversy and then to assist in finding mutually acceptable solutions to the controversy. The Confidential Mediator shall write up the agreements reached and provide that report directly to each parent.
4. **MEDIATOR’S RIGHTS AND RESPONSIBILITIES:** The Mediator shall determine the procedures and guidelines and remain neutral and objective during the process. At the conclusion of mediation, the Mediator shall prepare a report containing agreements reached. The report shall be provided to both parents.
5. **ISSUES OF LAW:** In the event that the Mediator gives any statements concerning the law(s) affecting the controversy being mediated, the Clients understand that it is not given with their individual interests in mind and they are advised to seek independent counsel to so advise them.

6. CLIENT’S RIGHTS AND RESPONSIBILITIES: The Clients understand that the mediation process is based upon good faith negotiations between the Clients. The Clients understand that each has the right to express his and her own concerns, thoughts, and opinions to the Mediator, free from interruption and/or intimidation from the other. Inflammatory language, foul language, and name-calling shall be avoided. No ex parte communication shall be allowed, either with the parties or their attorneys except for purposes of scheduling or procedural issues. All information shall be presented to the Mediator with both parties present, either orally or in writing, with copies to the Mediator and the other Client.

7. STATE MANDATORY DISCLOSURE REQUIREMENT: Pursuant to California Penal code Section 11108, the Mediator has an affirmative duty to report information concerning child abuse (including but not limited to sexual abuse, physical abuse, and neglect). The Mediator also has a duty to report a threat of harm to another person, property, or to oneself.

8. PROHIBITION OF DISCUSSING MEDIATION WITH CHILDREN: Clients understand that discussing issues of mediation with the child(ren) may be damaging to the child(ren). Clients agree to not discuss the mediation process or any issues of mediation with the child(ren).

9. PROHIBITION ON RECORDING MEDIATION: The Clients understand and agree that they are each prohibited from audio or video taping the mediation sessions. The Clients are encouraged to take notes throughout the mediation process.

10. MEDIATOR’S FEES
 - a. The Clients agree to pay the Mediator for mediation services \$200.00 per fifty (50) minute session. A retainer of \$2,000.00 shall be paid **at least fourteen (14) days** prior to the first scheduled appointment. If the retainer is not paid your appointment time will be forfeited. The session fee is applicable for anytime spent on behalf of the Clients, directly in session, review of documents, research, contact of collaterals, telephone calls, preparation of a report, and any other administrative and/or evaluative procedures.

Clients agree to share the fees as follows:
 Mother _____
 Father _____

 - b. A minimum balance of \$1,000.00 must be on deposit in the retainer account at all times. Therefore, as the retainer is drawn upon, it must be replenished to maintain the minimum \$1,000.00 balance. The retainer must be replenished in the amount of \$1,000.00 each time, prior to scheduling further appointments. If after a reasonable period of time, at the sole discretion of the Mediator, the Clients do not replenish the retainer, the Mediator shall issue a final report.

- c. When an effective parenting plan is reached, or when recommendations are made and a final report is issued, any monies remaining will be refunded according to the percentage defined above.
 - d. Should Clients have an issue related to fees, they agree to bring the issue to the attention of the Mediator, either orally or in writing, to resolve the issue in an amicable way.
11. CANCELLATION POLICY: Clients shall be charged at the normal rate per hour for canceled or missed sessions unless notice of cancellation is received forty-eight (48) hours prior to the scheduled meeting. In the event one Client arrives for the appointment and the other Client does not, or if one Client cancels within the forty-eight (48) hour limit, that parent shall be responsible for the entire fee charged for that missed or canceled session.
- a. If one parent is more than 10 minutes late for a scheduled mediation session, that parent shall pay for half of the mediation session that day.
 - b. If one parent is more than 15 minutes late for a scheduled mediation session, that parent shall pay for the entire mediation session that day.
12. DEPOSITION AND COURT TESTIMONY:
- a. We agree to not subpoena Joel Walton, LMFT, at any point in the future for the purpose of testifying in court or to be deposed by an attorney.
13. INDEMNIFICATION AND HOLD HARMLESS: The Clients, individually and on behalf of the minor children, agree to indemnify, protect and hold Mediator harmless from *any* loss, costs or expenses, including but not limited to reasonable attorney fees incurred by Mediator, in connection with any claims, actions, administrative proceedings (formal or informal), and any other actions brought by the Clients against Mediator and determined by the trier of fact to be unfounded. All mediation procedures, as well as all involvement by the Mediator and Clients, shall conform to Sacramento County Local Rule 14.08.

Client

Date

Client

Date

Joel D. Walton, MFT, Mediator

Date