



AGREEMENT TO MEDIATE

PLEASE READ CAREFULLY. This agreement will not take effect and mediation services will not commence in this matter, until the parties return a signed copy of this agreement.

This agreement to mediate is dated below and is between the individuals, whose names and signature appear on the signature page hereto (the "Parties"), and SALCIDO LAW FIRM PLLC, a Utah professional limited liability company (the "Mediator").

The Parties and the Mediator agree as follows:

1. **Good Faith.** The Parties agree to enter into this mediation in good faith. This means the Parties will sincerely attempt to resolve the issues at hand by participating fully and genuinely in the search for fair and workable solutions. The Parties will set their own priorities, what is important to them, and plans for the future.
2. **Honesty.** The Parties agree to be honest and to completely disclose all relevant information and documents concerning this matter to the other party and the Mediator this includes all documentation that would be available through the discovery process in a normal legal proceeding. If either party fails to disclose fully and honestly, the agreement reached in mediation may be voided.
3. **Courtesy.** The Parties agree to cooperate with the mediation process by remaining courteous throughout the sessions. The Parties will refrain from personal attacks and angry outbursts, and will respect the opinions, perceptions, and feelings of the other parties in mediation.
4. **Role of the Mediator.** The Parties understand that the Mediator serves as a neutral third party whose purpose is to promote communication and help the Parties reach a mutually satisfying agreement. The Mediator has no fixed result in mind and cannot decide your case. The Mediator is not acting as an advocate, attorney, or judge and will not offer legal advice or render a judgment. The Mediator is not a therapist or a counselor. The Mediator's role is that of a neutral facilitator. To the extent the Mediator drafts any documents; the Mediator is acting as a scribe and not providing legal advice. The Mediator shall not be liable to any party for any act or omission in connection with the mediation.
5. **Independent Legal Advice.** The Parties understand that they are encouraged to consult with an attorney regarding their respective legal interests, rights, and obligations. The Parties have been advised that consultation with other professionals, including a tax advisor or financial planner may be advantageous in protecting their interests. The Parties also understand that a therapist or family counselor could be helpful in addressing emotional and psychological concerns which may accompany involvement in a dispute.
6. **Confidentiality.** The Parties understand that the mediation process requires open and honest communication in order to succeed. Therefore, it is completely confidential, and all written and oral communications made during the mediation are privileged settlement negotiations. Further:
 - (a) The Mediator will not reveal anything discussed in mediation without the permission of both parties. However, the Mediator is required to report certain matters such as incidents of child abuse, abuse of an elderly or incapacitated person, computer crimes, and/or threats of physical violence. Confidentiality does not extend to these matters.
 - (b) The Parties agree that they will not at any time during or after mediation call the Mediator as a witness in any legal or administrative proceeding concerning this dispute. To the extent the Parties may have a right to call the Mediator as a witness; that right is hereby waived.
 - (c) The Parties agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceedings concerning this dispute. To the extent that they may have a legal right to demand these documents, that right is hereby waived.
 - (d) If at a later time, either party decides to subpoena the Mediator, the Mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expenses incurred in such action.
 - (e) The Parties understand that the Mediator will close all of the notes taken at mediation after the final mediation agreement has been sent for confidentiality reasons.
 - (f) The exceptions to the above are that this agreement to mediate and any written agreement made and signed by both parties as a result of mediation may be used in any relevant proceeding, unless the Parties make agreement not to do so. Also, any matter that is admissible in a court of law continues to be admissible even though raised in a mediation session.
7. **Caucus or Private Meetings.** The Parties agree that either party may hold private meetings with the Mediator at their or the Mediator's request. Except for concealment of assets and matters which the Mediator is legally bound to disclose, the Parties may specify what will remain confidential from these private sessions. No private meeting will occur without the mutual consent of both parties.
8. **Mediation Fees.** (a) The Parties agree to pay the Mediator \$200.00 per hour for the mediation services provided ("**Mediation Fee**"). The Mediation Fee is due at the end of each session. There is also a \$50.00 fee for drafting the mediation summary. The Parties agree there is a minimum charge of \$200.00 should the mediation session last under an hour. This payment will be credited toward payment of the total hourly fee at the completion of each session.
 - (b) The Parties agree that the hourly fee applies to all times spent by the mediator in activities related to the completion of mediation including meeting with the Parties, research, telephone calls, and document preparation. The Parties further understand any expenses incurred by the Mediator such as long distance telephone calls, travel, and/or photocopies will be charged to the Parties for reimbursement.
 - (c) Cost for mediation will be shared equally by the Parties. The Mediator will bill each party separately for time spent talking to each party individually, i.e., on the phone or by email. If you want to call and speak with the Mediator, you may do so, but that time is billed just to you.

9. **Rescheduling Provision.** The Parties agree to attend mediation on time. If a chance in appointment time is necessary, the Parties agree to give 2 business days notice to the Mediator or be charged for the scheduled time (not to exceed 1 hour).

10. **Withdrawal.** If the Mediator, in his or her professional judgment, concludes that agreement is not possible or that communication of the mediation process would harm or prejudice one or all of the participants, the Mediator may withdraw and conclude the mediation. The Mediator may also withdraw from mediation for any or no reason at all and at any time before or during the mediation session.

11. **Governing Law.** This agreement will be governed by and must be construed in accordance with the laws of the state of Utah.

12. **Modification or Amendment.** The parties may amend or repeal the provisions of this agreement by unanimous consent set forth in writing. This agreement may not be amended or repealed by oral agreement of the parties.

13. **Severability.** If any provision of this agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Without limiting the generality of the foregoing sentence, to the extent that any provision of this agreement is prohibited or ineffective under applicable statute or common law, this agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under applicable statute or common law.

14. **Rules of Construction.** The titles and headings of sections of this agreement are for convenience of reference only and shall not in any way affect the construction or interpretation of any provision in this agreement. This agreement has been mutually reviewed and agreed to and shall not be construed against the drafter.

15. **Counterparts and Copies.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. The parties agree that the Mediator will keep a digital copy of this executed agreement.

16. **Entire Agreement.** This agreement supersedes all prior understandings and agreements between the Parties and the Mediator relating to the subject matter of this agreement. This agreement contains the entire agreement of the parties relating to the rights granted and obligations assumed under this agreement.

17. **Effectiveness; Date.** This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

Each party is signing this agreement on the dates stated below:

THE PARTIES

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

THE MEDIATOR

Name: _____

Signature: _____

Date: _____