

## HOLLY B. CHERNOFF

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Certified Family Law Mediator  
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### AGREEMENT FOR PRO SE MEDIATION

This agreement confirms your desire to resolve the issues of your family law matter through the process of family mediation. It is agreed that I will serve as mediator to facilitate your working together to produce a settlement agreement that will be acceptable to both of you. By remaining impartial, I as mediator will strive to create an atmosphere where problems may be identified, options or alternatives may be considered, and negotiation and compromise may be achieved.

**It is acknowledged that I am an attorney who has regularly practiced family law. However as a mediator, I will not provide legal advice nor will I represent either of you in the future.**

Some additional agreed upon guidelines which we have reviewed include the following:

1. Mediator's Role: The role of the mediator is to help both of you to come to successful agreement about issues which will affect your future and to avoid the necessity of litigating your disputes in Court. Through family mediation, you both will determine what you believe is a fair and equitable solution which best suits your particular situation. The mediator will not impose an agreement upon you. You are not bound to agree with any options or alternatives which may arise, and you will not be forced by the mediator to agree with any provision if you do not voluntarily choose to do so.

2. Confidentiality: All participants agree to keep all negotiations and communications in mediation confidential. Neither of you will attempt to call the mediator as a witness in any litigation or legal proceeding nor request or use any records or documents of the mediator for the purpose of litigation. Should either of you seek to compel the mediator to divulge confidential information in a court proceeding or elsewhere, you agree in advance that person will compensate the mediator for any and all time expended in reference to said release of information plus the cost of any legal services which the mediator might choose to employ to defend the confidentiality of this mediation. You both authorize the mediator to release information requested by the Court to monitor the mediation referral or other information as routinely required by the Courts. You also understand that under certain circumstances, such as reports of child abuse or the serious threatened harm to anyone, it may be necessary for the mediator to notify the appropriate authorities and not adhere to confidentiality restrictions.

3. Independent Legal Counsel: Although you are participating in mediation pro se,

without legal counsel, each of you has the right to retain an attorney of your own choice, at any time during this process, to advise you of your legal rights and responsibilities regarding any agreements and to represent you after an agreement in principle is reached. You both are encouraged to retain attorneys at any time you desire to answer legal questions and throughout the entire mediation process.

4. Domestic Violence: You both agree that if there has been any domestic violence in your relationship which may limit the ability of either of you to effectively participate in mediation or raise any safety concerns, you will report this to the mediator. You may inform the mediator either directly during the mediation session, or confidentially in individual caucus or by telephone. If this issue arises, we will then discuss whether mediation can proceed and develop an appropriate plan of action.

5. Full Disclosure: Each of you pledges to fully disclose all of your income and expenses, assets and liabilities, and other relevant information by completing a Financial Affidavit and providing documents supporting the information on your financial affidavit as is necessary. If either of you has any reason to doubt the honesty, accuracy or completeness of the other's disclosure of any financial or other information, it is agreed that you will inform the mediator as soon as such concern arises. **Financial affidavits must be completed and exchanged BEFORE final settlement agreement is reached.**

6. Fee for Mediation: The fee for mediation is \$300.00 per hour to be paid at the beginning of each session as follows:

First Session: \$600.00 scheduled for up to two hours;

Second Session: \$900.00 scheduled for up to two hours plus preparation of agreement for third session;

Third Session: \$300.00 scheduled for one hour.

The above schedule is an estimate only. Due to the simplicity or complexity of your case, it may take more or less time and therefore cost more or less fees. All time is billed at \$300.00 per hour.

The fee for the mediator **does not include Court costs**.

**\*\* If this is a POST JUDGMENT MATTER (after divorce issue)**, it is impossible to predict the amount of time necessary to complete the matter prior to the first meeting, however, it should not take as much time as the above and therefore, would be billed at \$300.00 per hour.

**The fee will be paid at the beginning of each session.** Each of you agrees to share in the payment for mediation according to the following percentages.

Name: \_\_\_\_\_ Percentage \_\_\_\_\_ %  
Husband

Name: \_\_\_\_\_ Percentage \_\_\_\_\_ %

Wife

Total 100 %

**THE MEDIATION FEE DOES NOT INCLUDE COURT COSTS. The Court filing fee shall be provided when the final documents are signed.**

**EITHER PARTY MAY TERMINATE THE MEDIATION PROCESS AT ANY TIME**

7. Regular Mediation Sessions:

Please be prepared for each session as follows:

First Session: Fact Gathering:

Complete a Client Information Sheet

Provide a verbal or written outline of the issues to be resolved at mediation, including but not limited to Child Custody, Child Support, Equitable Distribution of Assets and Liabilities, spousal Support and Attorney Fees and Court Costs.

We will discuss each of these issues and you may be asked to provide information for the second session to aid in the resolution of the issues. At a minimum you will be asked to complete a financial affidavit. You will also be provided with sample provisions that you may want to consider including in your final agreement.

Second Session: Negotiation and Resolution of Issues:

The information you bring will be used to calculate support, if applicable and to determine the equitable distribution of your assets and liabilities. The goal of this session is to reach an Agreement, at least in principal.

Third or

Final Session: Review and Signing of Agreement:

You will be presented with a proposed Mediation Agreement and the applicable forms for filing your case in Court.

After signing these documents you authorize me to, on your behalf, file them with the Court to open your case. Thereafter you will contact the Court to set your final hearing. We will provide you with the information on how to proceed to final hearing.

Any remaining issues should be resolved at this session.

If this letter accurately reflects your understanding of our agreement to mediate, please

sign your name in the space indicated and return this letter to me.

Sincerely,

HBC/bc

Holly B. Chernoff

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Husband :

Date: \_\_\_\_\_, 2010

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Wife:

Date: \_\_\_\_\_, 2010

***(Visa, MasterCard, Discover and American Express Accepted)***