



AGREEMENT TO MEDIATE

The parties and their attorneys hereby agree their Family Law dispute shall be submitted to mediation, and further agree that:

1. The parties have chosen Dana Adkins, Attorney at Law, LLC to serve as the mediator in their legal dispute.
2. Payment of an initial retainer shall be due ten (10) days prior to commencement of mediation. The initial retainer is six hundred dollars (\$600.00) for a four-hour mediation, or one thousand eighty dollars (\$1,080.00) for an eight-hour mediation. Should your mediation extend beyond the period of time scheduled, an additional hourly fee will be charged and will be due at the time of mediation.

The full retainer **MUST be received in our office no later than ten (10) days prior to the mediation or it WILL be cancelled.**

3. Charges for the mediator's work will be billed at \$120.00 per hour (\$60.00 per person unless a court order states otherwise). This includes conference time at mediation, and an additional administrative fee of \$120.00 for work performed by prior to and following mediation. Likewise, should an agreement be reached and you request that we prepare the written agreement, our regular hourly fee will be charged, with a retainer of \$240.00 due prior to our preparation of the written agreement. The mediator's compensation is not contingent upon the success of the Mediation.

4. If any charges remain outstanding at thirty (30) days after the mediation, the parties agree and consent the Mediator shall have the right to file an action seeking an Order of the Court compelling the payment of any outstanding mediator's fees and the Mediator shall also be entitled to seek attorney fees and costs for such filing.
5. The Mediation proceedings shall be conducted in accordance with the South Carolina ADR Rules for Mediation, which is incorporated into this Agreement by reference and which the parties and their attorneys hereby agree to follow.
6. The parties understand mediation is not a trial, the mediator is not a judge, jury, or arbitrator, and the parties retain the right to trial if they do not reach a settlement at mediation.
7. All parties to this dispute and their counsel shall attend the Mediation and will remain present until such time as the parties reach an agreement or the Mediator determines further negotiation efforts will not be productive.
8. All statements made during the course of this mediation are privileged, are without prejudice to any party's legal position, and are non-discoverable and inadmissible for any purpose in any legal proceeding.
9. The Parties acknowledge prior to mediation, it would be helpful to provide the mediator copies of their respective Financial Declarations, and a short position statement.

10. The privileged character of any information is not altered by disclosure to the mediator. Disclosure of any records, reports, or other documents received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or testify in any proceeding about any records, reports, or other documents received or prepared by the mediator or information disclosed or representations made in course of the mediation or otherwise communicated to the mediator in confidence.
11. Unless a document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to the mediation, or any copy thereof, is admissible in evidence, and the disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.
12. The parties understand the mediator does not represent any party, and does not provide legal or financial advice. The parties agree the mediator shall have no liability for the outcome of the mediation process and any agreements entered into by the parties are made wholly on a voluntary basis, free of any coercion on the part of the mediator.
13. The parties agree to mediate in good faith with the intention of providing all information needed for both to make an informed decision.
14. The mediator may prepare a written memorandum recording the agreements

Agreement to Mediate

reached by the parties. If requested, the mediator will prepare a formal agreement for an additional fee.

Dated this _____ day of _____, 20____, and signed at the commencement of this mediation by the participants.

Plaintiff

Defendant

Attorney for Plaintiff

Attorney for Defendant