



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, Esq. to serve as the mediator in their legal dispute.
2. The Parties acknowledge prior to mediation, it would be helpful to provide the mediator copies of their respective Financial Declarations, pleadings, and a short position statement.
3. Charges for the mediator's work at mediation will be billed at \$200.00 per hour (\$100.00 per person unless a court order states otherwise). Additionally, an administrative fee of \$200.00 will be charged for review of the file and relevant issues prior to mediation, and the filing of the Mediator's Report after mediation.
4. The initial retainer is one thousand dollars (\$1,000.00) for a four-hour mediation, or one thousand eight hundred dollars (\$1,800.00) for an eight-hour mediation. This retainer covers the anticipated cost of mediation, as well as the administrative fee.
5. The full retainer must be received in our office no less than five (5) days prior to the mediation or the mediation will be cancelled.
6. Should your mediation extend beyond the period of time scheduled, an additional hourly fee will be due and payable at the conclusion of mediation.
7. The mediator's compensation is not contingent upon the success of the Mediation.
8. If any charges remain outstanding 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 payment of said fees plus interest that shall accrue at a rate of 18% annually; the Mediator shall also be entitled to seek attorney fees and costs for such filing.

9. If you would like the mediator to prepare a detailed memorandum of the terms

- agreed upon at mediation, or if you would like the mediator to draft the formal written agreement, a fee of \$250.00 per hour will be charged, with an advance retainer of \$500.00 required.
10. 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.
  11. 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.
  12. 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.
  13. 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. 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.
  14. 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.
  15. 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.

16. The parties agree to mediate in good faith with the intention of providing all information needed for both to make an informed decision.

**By their signatures below, the parties and their attorneys, acknowledge they have read, understand and agree to the terms and conditions set forth in this Agreement to Mediate with Dana Adkins, Esq.**

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Attorney for Plaintiff

\_\_\_\_\_  
Attorney for Defendant