

AGREEMENT REGARDING TERMS OF MEDIATION

1. Mediation Agreement: This document shall serve as the Agreement between
and Joan G. Geiger.

2. Issues to Be Mediated: Joan G. Geiger will mediate (facilitate negotiation and settlement), to help you agree on issues. This may include child timesharing, child and spousal support, child care expenses, child and spousal education expenses, interim support, health and life insurance, distribution of debts and assets and other issues.

3. Disclosure of Information: Good faith requires disclosure of information relevant to all matters mediated. This information needs to be complete, true, accurate, and up to date. It excludes misleading, outdated (unless relevant), information. You agree to produce all such information, written or otherwise. *You agree to produce all information you would like to be disclosed if you were in the other person's position.* If such information is not forthcoming, or the information provided is misleading, incomplete, false, outdated, or may otherwise act to a person's detriment, mediation may be terminated. The mediator may, *at her discretion*, disclose to other person(s), or his/her attorney any information, whether written or oral, disclosed to the mediator by you, your attorney, or any person acting on your behalf, however, she is not obligated to do so.

- 4) Confidentiality and Subpoena of Mediator and Records: Mediation relies on confidentiality. You agree not to utilize any information, oral or written, including drafts or final documents prepared by the mediator, (unless fully executed and legally binding) in court or otherwise against the other person(s) in mediation. Any settlement proposal, statement, concession, declaration, admission, offer or other communication made during mediation shall be without prejudice, confidential and inadmissible in any proceeding, including but not limited to any motion, case management conference, early settlement panel, deposition, plenary hearing, pleading or trial. Joan G. Geiger, her file, records or notes, etc. are not subject to subpoena by you or anyone acting your behalf. You waive the right to subpoena the mediator, her file, records or notes, etc., at any time. You make this covenant with each other and the mediator, as a condition of mediation. If the mediator or her records, etc., are subpoenaed, the requesting party will be responsible for the payment of the mediators then current hourly fees including preparation time, deposition time and reasonable counsel fees/costs incurred in resisting such attempt. Both parties acknowledge that such compulsion is presumptively barred by the terms of this agreement and or/or applicable laws, such as the Uniform Mediation Act, New Jersey Rules of Evidence and New Jersey Rule 1:40.

5. Legal Counsel and Preparation of Documents: Joan G. Geiger is a member of the Bar of the State of New Jersey, however, she is your mediator and unable to represent you in divorce proceedings or any legal matter related to mediation. You have a right to legal counsel at any time during mediation. You may have consulted with or retained an attorney. Although legal counsel is not required, the mediator may recommend consultation with legal counsel. Legal counsel may be necessary to obtain a divorce or handle a legal proceeding. The mediator most likely will prepare a written document reflecting the understanding reached during mediation. The document is usually without signature lines. The document can be independently reviewed and finalized by legal counsel. The mediator usually begins to work on the document immediately after the first mediation session. The mediator will continue to work on the document as needed after each session. You will receive a copy of each draft prepared by the mediator. The mediator's time in preparing the document is billable. Occasionally, the mediator may be requested or may recommend the preparation of a document for immediate signature by the parties during a mediation session. If such a document is signed, it can and often is deemed to be a legally binding agreement, (unless it contains a clause allowing for a review period or some other clause to the contrary).

6. Other Experts: If the services of other professionals are required to evaluate assets, provide tax information, determine income, evaluate a business, etc., or regarding parenting, college payment or other issues, unless you agree otherwise, neutral experts will be retained for each purpose. You may be required to pay for these fees in advance. Your share of the payment may be worked out in mediation. The mediator will not advance the fees and is not responsible for the fees. The mediator may recommend such professionals, but is not responsible for the expert's performance and makes no representations as to the quality or competency of the expert's work.

7. Contact with Legal Counsel, Co-Mediation, or Other Persons: The mediator may occasionally recommend co-mediation with an additional person such as an accountant, therapist, etc. The mediator may, on rare occasions, where it is not court ordered, recommend a session with legal counsel present. Such sessions will only occur with advance notice and your consent. Unless you otherwise agree, or it is otherwise court ordered, you will be equally responsible for the additional cost of the co-mediation but you will each pay for the cost of having your own attorney present. The mediator may occasionally have contact, via phone or otherwise, with your attorney, a therapist, an expert, or other third person. All such time is billable.

8. Voluntary Participation: Mediation is voluntary. Either person or the mediator may discontinue at any time.

9. Mediation Fees: No retainer is required. The fee is \$450 per hour. You are responsible for the cost of all session time and all time reviewing documents forwarded by any person or on behalf of any person, preparation of all documents by the mediator, telephone conferences, correspondence, etc., with any person or any person's attorneys, time scheduling appointments, opening a file, reviewing documents and all time relating to experts or third persons such as phone conferences, reviewing reports, and correspondence with experts or accountants, financial planners, etc. Payment is due at the end of each session for that session, including the first session. **Time spent by the mediator since the previous session is due at the end of the next session, or within 30 days of the day the bill is sent, whichever occurs first.** There is a **\$75.00 per month charge on any balance not paid within 30 days of the date of the bill.** Since the mediator is foregoing payment of a retainer, full and timely payment is essential. *There is a \$75.00 charge if you are unable to make timely payment, including payment in full at the end of each session and any balance due for time since the previous session.* **IN ADDITION, YOU WILL BE BILLED AT THE HOURLY RATE FOR ALL TIME SPENT COLLECTING OVERDUE BILLS.** Payment in full is required before the final copy of the document prepared in mediation, is sent to you. The mediator will advise you when the final document has been completed and will send you a bill. When the bill is paid in full, the document will be sent to you.

10. Payment of Fees by Both Persons Unless Otherwise Agreed: **Mediation is a service provided to each person involved. Unless you agree otherwise and advise the mediator at the beginning of the first session, each person is equally responsible for all fees.** This includes all time spent by the mediator as noted above.

11. **CANCELLATION FEE: THERE IS A ONE HOUR CHARGE FOR ALL APPOINTMENTS CANCELED LESS THAN 5 BUSINESS DAYS IN ADVANCE.**

12. Mediation of Future Dispute(s): If any dispute(s) arise(s) between you and the mediator relating to the mediation or the payment or reasonableness of fees or regarding any provision in this agreement, you and I agree to resolve such dispute(s) including fee and cost disputes, first by direct negotiations, second by mediation with a qualified professional mediator who is mutually selected by you and me, and third by arbitration with a qualified profession arbitrator mutually selected by you and me. The outside Mediators or Arbitrators fees and costs will be paid equally between you and me, unless otherwise agreed in writing at the time of mediation or arbitration. If arbitration is used, it shall be binding on each of us, and there shall be no further remedies in court unless otherwise permitted by law.

Agreed to this _____ day of _____, 20 _____

Joan G. Geiger, Mediator