

Karen Kernberg Bardenstein, Ph.D.
12429 Cedar Road, Suite 18
Cleveland Heights, Ohio 44106
216-229-4200/fax: 216-229-4485

Agreement to Mediate

We have decided to attempt to resolve our differences through the process of mediation. This is the sole purpose of our participation in this process. We want to make informed decisions based on accurate and complete information. It is our goal to arrive at a mutually satisfactory agreement. As such, we freely agree to the following conditions and understand the terms of this agreement to mediate.

- 1) Mediation is a voluntary process. No party needs to agree with anything. All parties should have all the information they need to make a decision. The mediator is ethically bound to delay decision making if she feels either party is not informed.
- 2) Confidentiality is essential to mediation. The mediator will not share information with anyone not involved in the mediation. The mediator will not testify in court. If representatives of either party subpoena the mediator, that person shall incur the legal cost of the mediator to quash the subpoena. The only exception to this confidentiality clause is if the mediator is concerned that someone is in danger of physical harm and/or becomes aware of child/elder abuse. We also agree to maintain the confidentiality of this process as follows _____.
- 3) There may be times when the mediator finds it necessary to meet with each party separately. Information learned in these sessions will only be shared with the consent of the individual parties.
- 4) It is understood that at the end of the mediation process, the mediator will, with our input, prepare a Memorandum of Understanding recording all issues agreed upon by the two of us. We also understand that her document will be prepared for our review and that it is recommended that our attorneys review it as well, prior to either of us signing it.
- 5) It is recommended that we each maintain a relationship with independent and separate legal counsel so that we can consult with him or her during the mediation process concerning our rights and responsibilities.

6) It is also recommended that any legal action that we contemplate taking during the mediation process first be discussed between us during a mediation session, and that in the event either of us chooses to end the mediation, the matter will be discussed during the session.

7) Mediation fees are \$200.00 per hour and include session time, phone calls, email review, and writing up of agreements. Unless otherwise agreed, the fees will be split equally between the parties.

Please indicate your agreement with the points set forth in this agreement by signing below. I appreciate the opportunity to work with both of you.

Very truly yours,

Karen K. Bardenstein, Ph.D.

Signature/Date

Signature/Date

Printed Name

Printed Name