



## Mediation Intake Form:

Name:	Email:
Address:	Phones: (home) (cell)
Date of birth: ____ / ____ / ____	
Has legal action been filed in court or a legal representative held on retainer? If so, Attorney contact information:	
Children: (if applicable)	
Name _____	Date of Birth _____
Name _____	Date of Birth _____
Name _____	Date of Birth _____
Name _____	Date of Birth _____
What would be your desired outcome?	
Additional information for the Mediator to know:	



## What you can expect from Mediation:

### Mediation allows YOU to be in control:

A benefit to mediation is “self-determination.” You get to be in control of your own decision-making power. No one will “make” you agree to anything. Each party retains a “veto” power over all parts of the agreement. You will only be asked to “sign-off” on issues YOU to which you agree.

### Mediation helps with communication:

Sometimes we need help to communicate; because emotions run hot, hurts are deep, and frustration is pressurized. The third- party mediator will be impartial and neutral, showing no preference for one party or the other.

### Mediation can be creative:

A third- party mediator, who is trained in problem solving, is skilled to assist people to discover agreement and resolution of a dispute.

### Mediation is voluntary:

One or both parties agree to participate in the resolution process, based on good-will. At any time, anyone can quit or leave the process without reason, or penalty, and pursue other options.

### Mediation is cost effective:

Mediation is generally a less expensive alternative to traditional lawyer fees and court costs.

### Mediation is confidential:

A confidentiality agreement will be explained and signed by all parties before mediation begins. Anything said during mediation is generally protected by confidentiality and not admissible in court, except in the form of a final and signed mediated agreement.

Exceptions to confidentiality when reporting are when:

- required by law -- abuse to a child, vulnerable adult, or animal.
- reasonable belief there is potential harm to yourself or another person, and safety becomes an immediate concern.
- criminal felony activity, either present or past.
- both parties agree to a release of information – implied consent.

### Mediation can include legal counsel.

Independent legal counsel can be retained and sought during or before a mediated agreement is reached. Legal counsel may attend a mediation, but only in the role of offering legal advice -- not as a representative (or spokesperson) of the client. The mediator will advise the agreement be reviewed by and submitted to the court by legal counsel, if necessary or preferred.



## Mediation Ground Rules:

- Parties agree to cooperate in good faith to seek a solution to the dispute and protect relationships.
- Mediator's role is to be a neutral third party to facilitate discussion.
- Mediator will not give legal, medical, or financial advice or have decision making powers.
- Confidentiality creates an environment where parties may speak freely without fear and information shared is inadmissible for any purpose in a court of law.
- Only one will speak at a time with no interruption from other Party. Hold questions or comments until the mediator gives opportunity.
- When groups of 3 or more are participating from either Party, only one designated spokesperson may speak for the group.
- At any time, either Party may withdraw from the mediation.
- Any filing of legal documents is the responsibility of the Parties, not the mediator.



## Mediation Procedure:

1. Ground Rules by mediator
2. Opening Statements – A 2 minute summary of the issues indicating “What do you hope to accomplish from this mediation?”
3. Story telling – Each Party will be allowed to tell their side of the story.
  - a. Provide documentation, concerns, interests, and priorities
  - b. Each party will have opportunity to question for clarification or offer a response.
  - c. Questions by mediator
4. Identify items of agreement and disagreement
5. List possible remedies to areas of disagreement
6. Written Record of Agreement
7. State unresolved issues and possible action plan

## Agree to Mediate:

I / We, the undersigned parties, agree to use Peace-Full Solutions for mediation services to assist in the resolve of a dispute, protection of relationships, and to reduce the potential for future issues that may arise.

I / We understand that mediation is a process that allows the parties to arrive at their own self-determined outcome. The role of the mediator affiliated with Peace-Full Solutions, is to facilitate communication, guide the process, and encourage parties toward resolution. The mediator will not offer legal, medical, psychological diagnosis / counseling, or financial advice.

I / We agree to pay all fees and costs of the mediation in accordance with the following fee schedule:

- a) \$ 50.00 mediation fees **per hour / per party**. Charged hours will include; one hour (1) intake fee, session time, and document preparation. Each party will pay an **initial and minimum non-refundable fee of \$200.00** prior to the start of mediation. A low-income sliding scale may be requested.
- b) \$ \_\_\_\_\_ direct costs of travel and out of pocket expenses.
- c) Fees will be charged **regardless of the outcome of the mediation** (i.e. if one or both parties withdraw from mediation, or should an impasse occur).
- d) **Payments are due** at the time of signing the mediation agreement. Additional time will be billed upon conclusion of the mediation at the hourly rate. Payments may be made by check, cash, or credit card (will show billing from MALI, Inc).

I / We further agree that any dispute with Peace-Full Solutions will be settled by mediation. Any rights to file a lawsuit in civil court are hereby expressly waived. Any breach of this agreement, the party shall be liable for any mediator costs, expenses, liabilities and fees, including attorney fees.

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by \_\_\_\_\_ Date: \_\_\_\_\_

Terry W. Petty, M.A., CPMT -- Peace-Full Solutions, LLC.