

## **AGREEMENT TO MEDIATE**

This Agreement to Mediate is made in consideration of the desire of each of you to reach an amicable settlement of matters that have or that become involved in contested litigation between you. This Agreement creates and clarifies the mediation relationship.

### 1. The Mediator:

- 1.1 Both of you have requested that I provide mediation services with regard to your impending divorce or separation. This letter is to confirm our understanding and agreement and becomes effective when signed by you both.
- 1.2 You understand that as a mediator, I have no authority beyond that conferred on me by your agreement. As a professional mediator, the Florida Rules for Certified and Court appointed Mediators, and Florida Statutes, Chapter 44 Mediation Alternatives to Judicial Action.
- 1.3 **LEGAL ADVICE. YOU BOTH UNDERSTAND THAT AS A MEDIATOR I WILL NOT GIVE LEGAL ADVICE OR LEGAL REPRESENTATION TO EITHER OF YOU IN THE MEDIATION PROCESS.**

### 2. The Mediation Procedure:

- 2.1 You have both been advised and understand that as part of the mediation process, if financial or business matters are at issue, you are obligated to complete and submit to each other complete and accurate financial and income and expense statements, and any and all other supporting documentation regarding your financial circumstances if your spouse requests such information.
- 2.2 You both understand and have agreed that we shall meet together regularly, although the number and length of the sessions may vary depending on the circumstances and complexities of the issues to be mediated. At most sessions we will meet together; however, by mutual agreement, the mediator may meet individually with either of you. Either of you may terminate the mediation process at any time.
- 2.3 At the end of the mediation process the mediator will help you reduce your agreement to a written Marital Settlement Agreement by Mediation and may help you fill out the Supreme Court Forms required for you to obtain a pro se divorce (without attorneys in court), in the event you request this assistance. Each of you is advised before signing to take the written Marital Settlement Agreement by Mediation and the filled out Supreme Court Forms to an attorney of your choice for advice on your legal rights and for advice on whether it is in your best interest to sign the agreements, and to a Certified Public Accountant for tax and financial advice.

3. Compensation:

- 3.1 The mediator will be compensated at the rate of \$600.00 for the initial Mediation session, **which includes the preparation of a Mediation Agreement and a Parenting Plan which is now required under Florida Law before your divorce will be granted.** The mediation session will consist of up to 3 hours of service. In the event additional Mediation services are found to be necessary, they shall incur at the rate of \$135.00 per hour, per party. Payment for Mediation will be made at the beginning of each mediation session, unless other arrangements have been made in advance.
- 3.2 In addition to compensation for mediation sessions, if the parties are requesting document preparation services to have this office prepare all the necessary documentation required by the court to file their case with the Clerk of Court, there is a document preparation fee of \$400.00, which will cover all necessary preparation of pleadings. This amount is due before the documents are prepared. This fee does not include the necessary filings fees that are due directly to the Clerk of the Court for filing your petition.
- 3.3 Should either party subpoena the Mediator to testify as a witness in a court action concerning the Marital Settlement Agreement, that party will pay the Mediator the hourly rate of \$200.00 per hour, per party, for attendance at depositions, hearings and trials including travel time.

A retainer shall be forwarded to this office upon receipt of this confirmation letter, in the amount of \$300.00, and made payable to **Mediation & Counseling Consultants, Inc.**, (\$150.00 from each party), by either cash, check or credit card. Each party shall be responsible for one-half of the total services rendered unless otherwise agreed to prior to Mediation. An additional \$150.00 will be collected from each party prior to the commencement of the scheduled Mediation Session. **This retainer will be charged to the client for any session not canceled or postponed at least two business days (48 hours) in advance.**

Each of you agree to share in the payment for Mediation according to the following percentages:

\_\_\_\_\_ Percentage: \_\_\_\_\_  
Husband:

\_\_\_\_\_ Percentage: \_\_\_\_\_  
Wife:

TOTAL: 100%

I fully understand this letter and agree that it accurately reflects my agreement to mediate.

\_\_\_\_\_  
Husband:

\_\_\_\_\_  
Wife:

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

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

I look forward to working with you both. If this Agreement accurately reflects our understanding, please sign your names in the spaces provided below.

Sincerely,

Kathy Macchione Leggett  
Supreme Court Certified  
Circuit, Family & Dependency Law Mediator  
Parenting Coordinator/Facilitator  
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Lakeland, Florida 33812  
863-594-1113