

AGREEMENT TO MEDIATE

CLIENTS PARTICIPATING IN MEDIATION ARE DEEMED BOUND TO THE TERMS SET OUT IN THIS AGREEMENT TO MEDIATE

AGREEMENT TO MEDIATE

1. I agree to participate in mediation with Heidi Ruppert (“the Mediator”) to try to settle the dispute(s) arising from my separation.

ROLE OF THE MEDIATOR

2. I understand that the role of the mediator is to assist my (ex) spouse and I with negotiating a resolution of the issue(s) which are in dispute between us.
3. I understand that the mediator will not decide how the disputed matter(s) should be resolved.
4. I understand the mediator will provide us with information about the law and how the law may apply to our individual circumstances, but she will not provide either one of us with any legal advice at any time and her information is not a replacement for legal advice.

THE PROCESS

5. I agree that the pre-mediation and mediation session(s) will be conducted virtually using the ZOOM platform. I agree that by accepting the ZOOM link(s) we agree to the terms set out in the Consent to Online Mediation.
6. I understand that I will have individual and confidential pre-mediation meeting prior to the first mediation.
7. I understand that during the joint mediation session(s), the mediator may meet separately with either or both of us and that these separate meetings may be longer with one person than the other. This process is known as “caucusing.”
8. I understand and agree that from time to time, the mediator may need to communicate with my lawyer and other experts by telephone, email, or letter in advance or after the mediation.
9. I understand that if we reach a settlement, the mediator may prepare a settlement document that we will review with our lawyers before signing.

COURT PROCEEDINGS

10. I agree to not start any court proceedings during the mediation process or to suspend court proceedings during the mediation process.

FINANCIAL DISCLOSURE



11. I agree to full financial disclosure and to provide and exchange financial documents as required by the mediator and our lawyers.
12. I understand that it may be necessary to retain experts to provide income tax information, pension, income or business valuations, or other expert advice, as necessary. I understand that the mediator will not retain any expert without my consent.

PARTY AND MEDIATOR CONFIDENTIALITY

13. I understand that the mediation process in which I will participate is “closed mediation.” I also understand that the mediator does not have authority to impose a binding decision.
14. I agree that neither I nor my lawyer will disclose to anyone outside the mediation process information and/or documentation received during the mediation process. All communications made by one of us to the other during the mediation process are confidential. I understand this means that if we do not reach an agreement about any issue(s) in dispute, neither one of us, our lawyers, nor the mediator, may disclose to the Court or an arbitrator or any decision maker, any information and/or documentation disclosed during the mediation process, or any offer made during the mediation process to the court or to an arbitrator in writing or verbally. If there is no agreement, the only information that may be communicated to the Court, an arbitrator, or to any decision maker, is the fact that we participated in mediation and were not successful in negotiating an Agreement.
15. I understand that the mediator will not disclose to anyone who is not a party to the mediation process anything said during the pre-mediation or mediation session(s) or during a caucus session. Similarly, I acknowledge that the mediator will not produce any materials or documents to anyone who is not a party to the mediation process, except:
 - a. To the lawyers or other professionals retained on behalf of either or both of us, or to non-parties, provided we consent, in advance, to the information and/or documentation disclosed to any such person as deemed necessary by the mediator; **or**
 - b. To any other individual, if we consent in advance, in writing; **or**
 - c. For research or educational purposes on an anonymous basis; **or**
 - d. Where ordered to do so by a judicial authority or where required to do so by law; **or**
 - e. Where the information suggests that there will be actual or potential threat to human life or safety, or the commission of a crime and the information must be disclosed by law.
16. I agree that at no time will I, my lawyer, my ex-spouse, or their lawyer call the mediator as a witness to testify about any verbal or written communications made at any stage during the pre-mediation or mediation. I agree that neither I, my lawyer, my ex-spouse, or their lawyer will summons, subpoena or seek access to any documents prepared for or in connection with the mediation, including, but not limited to any records, notes, or work product of the mediator other than this Agreement to Mediate. Either one of us or the mediator may produce and rely upon the Agreement to Mediate as proof of the terms and conditions of the mediation.



LEGAL ADVICE

17. I agree to seek legal representation or legal advice prior to, during or after the mediation process.
18. I agree to obtain independent legal advice prior to signing any Agreement prepared by the mediator.

PARTY'S RIGHT TO WITHDRAW FROM MEDIATION

19. I acknowledge that my participation in mediation is entirely voluntary. I agree to participate in good faith in the mediation process but understand that either party may withdraw from mediation at any time.

MEDIATOR'S RIGHT TO TERMINATE MEDIATION

20. I agree the mediator may, in her absolute discretion, terminate the mediation process if she feels that the process is no longer appropriate in the circumstances.

MEDIATOR'S FEES

21. I agree to pay the mediator's fees in accordance with the Payment Policy which I signed separately.

RELEASE OF LIABILITY ON THE PART OF THE MEDIATOR

22. I acknowledge that the mediator will act only as a mediator for us and not as a lawyer as we negotiate a resolution of issues outstanding between us.
23. I release the mediator from all liability in relation to the terms of any Agreement which we negotiate during the mediation process.

CONSENT TO MEDIATE

24. I have read this Agreement to Mediate. I understand that by agreeing to mediate and by accepting the link to the mediation and participating in the **DEEMED TO ACCEPT, AGREE AND BE BOUND TO THE TERMS OF THIS AGREEMENT TO MEDIATE** even if I didn't read this document as I was advised to. I agree that my **SIGNATURE** on this document IS **NOT REQUIRED TO BIND ME** to the terms in this Agreement to Mediate.