**FORM H**

Agreement to Mediate

The undersigned parties have been court ordered to pursue mediation to try to reach an agreement on some or all of the issues of their family law matter. We understand that mediation services will be provided on an impartial basis, and that the role of the mediator is to facilitate our discussions, and that the mediator does not provide counseling or legal advice or representation. Each of us agrees to put his/her anger aside and deal with the issues in a fair way, to focus on present issues rather than the past, to take responsibility for the success of mediation, and to abide by the guidelines which the mediator may set for the conduct of the mediation sessions.

**Mediation Process** We understand the mechanics of the process and the differences between mediation and other means of conflict resolution. We understand mediation is distinguished from therapy and marriage counseling. We understand the issues to be resolved in the mediation process are defined by the participants. We understand the mediator’s task is to facilitate the ability of the participants to negotiate their own agreement, while raising questions as to the fairness, equity, and feasibility of proposed options for settlement.

The mediator has the authority to expel individuals from the session who are being disruptive or counterproductive to the process, and can recess the session to enable any individual, who is not present but necessary to achieving a settlement, to be contacted or brought to the mediation. We further understand that if the mediator or one of the parties is not able or willing to participate in good faith, then either participant, or the mediator, has the right to suspend or terminate the process.

**Fees** We agree to pay for mediation services at the rate of \_\_\_\_\_\_\_ per hour. We are each responsible for one-half of the total cost of mediation unless agreed otherwise. Either party or the mediator may terminate mediation at any time, and we will be financially responsible for the time accrued to that point. We understand the fee is not a contingency fee or based on the outcome of the mediation process.

**Disclosure of Information** We agree to fully disclose all information and documents such as financial statements, income tax returns, etc., which are requested by the mediator, and all information requested by the other party if the mediator concurs that the requested information is relevant to the mediation process in discussing the issues.

**Confidentiality** We understand that the mediation is confidential, except as provided by law. Iowa Code Chapter 679(C) governs mediator confidentiality. Statements made in mediation are made for purposes of compromise and are not admissible in court. Except to the extent required by law or the court, all information given to the mediator is confidential and the mediator will not be compelled to testify. The mediator will inform you immediately if the mediator is notified that the mediator may be ordered to testify so you will have an opportunity to attempt to stop the process. By signing this agreement, we agree we will not require the mediator to disclose to any third party any statements made in the course of mediation, unless such disclosure is required by law, without our consent.

**Communication with Your Lawyer** There is no limitation on your right to seek legal advice. You are encouraged to retain your own lawyers and have your lawyers present at the mediation if you so choose. If legal counsel is not present, and you wish to have the mediator speak to your lawyer, you should advise the mediator. The lawyers should review any agreement reached in mediation. Without review and advice by your own lawyer, you may be giving up legal rights to which you are entitled, or running certain risks of which you are not aware, with respect to the following types of issues:

1. real and personal property division;
2. income tax consequences resulting from an agreement regarding division of property, alimony, or child support;
3. accurate documenting and recording of conveyances and proper title to real estate or personal property;
4. alimony;
5. child custody, visitation and support;
6. court costs and attorney fees;
7. subsequent modifications and substantial changes in circumstances;
8. Court disapproval of any submitted agreement which is contrary to the parties’, or affected child’s, legal rights.

The above is not a complete list of legal rights and is not meant to be. There may be other considerations unique to the circumstances of your individual case. You should consult a lawyer for advice.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner Respondent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Petitioner Attorney for Respondent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator