



903-207-7337

WWW.GRAYSONCOUNTYMEDIATION.COM

---

### AGREEMENT TO MEDIATE AND RULES FOR MEDIATION

1. I understand that my participation in mediation is voluntary and that I may withdraw from mediation before it begins but only in conformity with the provision set forth in this Agreement after the start of the mediation session.
2.  I understand that this mediation as set up by Agreement between counsel for the parties;  
 I understand that this mediation was ordered by Judge \_\_\_\_\_.
3. In consideration of the mediation services to be rendered by Laura Jones and/or Grayson County Mediation, I acknowledge and agree to the following:
  - A. I understand that mediation is not a legal or judicial proceeding, that any decision to resolve, or not to resolve, this dispute at mediation lies solely with myself and the other party, or parties, to this dispute; that resolution of this dispute may involve accepting an option which I perceived to be in my interest, and not necessarily an option which lies in the recognition or enforcement of my rights under the law.

Definition of Mediation: Mediation is a process in which an impartial person, the mediator, facilitates communication between the parties to promote reconciliation, settlement, or understanding amongst them. The mediator may suggest ways of resolving the dispute and offer his or her opinion as to an issue but will not impose that opinion or judgment on the issue or the parties.

- B. Conditions Precedent to Serving as Mediator: The mediator will typically serve only in cases in which the parties are represented by attorneys. If one party is participating without representation by an attorney, that party will be deemed to have sufficient knowledge of applicable law. In no event will the mediator act as an advocate for the pro se party nor engage in any advice, instructions, or other conduct that is or appears to be less than impartial or favorable to the pro se party. The mediator shall not serve as a mediator in any dispute in which the mediator has any financial or personal interest in the result of the mediation. Before accepting an appointment, the mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. If the parties disagree about whether the mediator shall serve, the mediator shall not serve. Mediator and Grayson County Mediation has conducted a conflict research and (a) no conflict has been identified or (b) a potential conflict has been identified and is fully disclosed in this Agreement to Mediate.

- C. I understand that no resolution will be forced upon me or any other party. I also understand any agreement reached between myself and any other party will be reduced to writing. This written agreement will contain only those terms and conditions which the disputing parties mutually compose and agree to abide by and honor. I accept responsibility to cooperate with the party(s) in the drafting of this agreement. I understand that in the event any party to this agreement fails to live up to their obligation under this agreement, I may return to Grayson County Mediation for further mediation or seek appropriate legal action.
- D. Commitment to Participate in Good Faith: While no one is asked to commit to settle this case in advance of mediation, all parties must commit to participate in mediation proceedings in good faith with the intention to settle if at all possible.
- E. Parties Responsible for Negotiating Their Own Settlement. The parties understand that the mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The mediator does not warrant or represent that settlement will result from the mediation process.
- F. I understand that the services provided by Grayson County Mediation are simply to facilitate and assist in communication, negotiation, and bargaining between the disputing parties. I agree that I will not hold Laura Jones and Grayson County Mediation responsible for the outcome of the mediation process, for the contents of any agreement which may be reached between the disputing parties, or any action taken by any party involved in this mediation.
- G. Authority of Mediator: The mediator does not have authority to decide any issue for the parties but will attempt to facilitate the voluntary resolution of the dispute by the parties. The mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to help the parties achieve settlement. If necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expense of obtaining the advice. Arrangements for obtaining such advice shall be made by the mediator or by the parties, as the mediator shall determine.
- H. Applicable Law: All mediation will be conducted pursuant to *Texas Family Code §6.602 and §153.0071*, including preparation, and if applicable execution of, a written mediated settlement agreement. Agreement of the Parties: Whenever the parties have agreed to mediation, they shall be deemed to have read and understood these rules, as amended and in effect as of the date of the submission of the dispute, and agree that these rules will be binding upon them and their attorneys as part of their agreement to mediate.
- I. Privacy: Mediation sessions are private. The parties and their attorneys must attend mediation sessions. Persons (excluding current spouse) other than the parties may attend only with the permission of both parties and consent of the mediator. Confidentiality:

Confidential information disclosed to a mediator by the parties or witnesses in the course of the mediation shall not be divulged by the mediator. In certain circumstances, applicable law may require disclosure of information revealed in the mediation process. For example, *Texas Family Code §261.101* may require a mediator to disclose child abuse or neglect to appropriate authorities. If confidential information is disclosed that is required to be reported, the mediator will advise the parties that disclosure is required and will be made.

- J. I agree that service of process pertaining to this or any other dispute shall not be attempted before, during, or immediately following the course of the mediation, within one city block of the designated mediation site, upon any person who was participating in mediation of this dispute.
- K. I affirm that I have brought no weapons to the mediation. I release Laura Jones and Grayson County Mediation from any and all responsibility for the consequences of any violent acts which may arise from the behavior of individuals not employed, or engaged as mediators, by Grayson County Mediation.
- L. Termination of Mediation: The mediation shall be terminated (a) by the execution of a settlement agreement by the parties and their attorneys, (b) by declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile and an impasse has been reached, or (c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.
- M. Mediations that run late: I agree that no mediation shall last later than 8:00 p.m. unless agreed by all parties and the mediator. If, in the mediator's discretion, it is determined that settlement may be achieved by further negotiations, the mediator shall offer dates of availability for the parties to schedule an additional day of mediation to continue negotiations.
- N. Forms and Worksheets: I agree to use any forms or worksheets necessary to assist with the facilitation of an agreement (for example, a property division spreadsheet to be used in a divorce) provided by the mediator, and the mediator shall provide such forms in advance of mediation. I agree that, in the discretion of the mediator, external forms or worksheets not provided by the mediator may not be used. The mediator shall not disclose forms or worksheets between the parties without the parties' permission.
- O. Finally, I agree that the records of this dispute maintained by Laura Jones and Grayson County Mediation are confidential and I shall not attempt to compel Laura Jones or Grayson County Mediation or any mediator used in this mediation to divulge such records or to testify in regard to the mediation in any adversarial or judicial form. I also agree Laura Jones and Grayson County Mediation has the right, in their sole discretion, to destroy all of its records pertaining to this case, immediately after the termination of the mediation or at any time thereafter in the discretion of Laura Jones and Grayson County Mediation.

- P. Any party who violates this agreement shall pay fees and expenses of the mediator and other parties, including reasonable attorney's fees, incurred in opposing the efforts to compel testimony or records from the mediator.
- Q. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitration, judicial, or other proceeding (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute, (b) admissions made by another party in the course of the mediation proceedings, (c) proposals made or views expressed by the mediator, or (d) the fact that another party had or had not indicated a willingness to accept a proposal of settlement made by the mediator.
- R. Authority to Settle: PARTIES MUST HAVE AUTHORITY TO SETTLE ALL ISSUES IN THE CASE, AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT AT MEDIATION.
- S. Identification of Matters in Dispute: Before the first scheduled session, each party shall provide the mediator with this completed and signed Agreement to Mediate furnished by the mediator. Each party shall also provide to the mediator, the party's position with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issues and dispute. The mediator may require any party to supplement the information.
- T. No record of Mediation Sessions: There shall be no electronic stenographic or other form or record or recording of any mediation session.
- U. Interpretation and Application of Rules: The mediator shall interpret and apply these rules.
- V. Fees and Expenses: The mediator's daily and hourly fee have been agreed before mediation; the daily fee shall be paid in advance of each mediation day; hourly fees for mediation conducted after the stated daily hours shall be paid at the end of the mediation session. All other expenses of the mediation, including fees, and expenses of the mediator and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless the otherwise agree.

Signed on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent