

# THE CORCORAN LAW FIRM, PLLC

ATTORNEYS & COUNSELORS AT LAW

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\* RULE 31 LISTED FAMILY MEDIATOR

## AGREEMENT TO MEDIATE

The undersigned understand and consent to the following terms and conditions that shall apply to mediation of their dispute:

1. **Time, Place, and Location of Mediation.** The mediation in this case will be held at 717 N. Central Street, Knoxville, TN 37917 at 1:30 pm on \_\_\_\_\_, 2019.
2. **Mediator.** The parties have agreed that Anna E. Corcoran will act as mediator in this case. As the mediator, she will use her best efforts to help the parties reach a mutually satisfactory resolution to their dispute. The mediator may offer suggestions during the mediation process to help the parties resolve their differences. The mediator aims to help the parties to communicate effectively, gather and analyze information, define issues, generate alternatives, explore consequences and reach agreements acceptable to both parties. The mediator will not give legal advice or act as legal counsel to any party in this dispute. The mediator does not make decisions or create agreements for the parties. The mediator has no authority to resolve any issues for the parties. The parties are responsible for the terms of their own agreement.
3. **Mediator Fees.**
  - The fees for this mediation shall be paid by the State of Tennessee.
  - The charge for the time the mediator spends in connection with the mediation process is \$100 per hour. There is a minimum charge of \$200 for the initial session. The mediator's time will include time spent in the actual mediation, any preparation time prior to each mediation session, and communications with the attorneys and/or the parties. The parties will also be responsible for incidental expenses such as copying, express mail, or for travel outside Knox County. Unless the parties agree otherwise, the mediator's fee shall be equally shared by them. Each party must pre-pay \$100 (for a total payment of \$200) at least 48 hours in advance of the scheduled mediation session. The \$200 shall pay the minimum charge for the initial two-hour session. Any additional mediator fees will be due at the conclusion of the mediation session. Please note there will be a \$25.00 fee for returned checks.
4. **Cancellation Policy.** If a mediation session is cancelled less than forty-eight (48) hours before the scheduled mediation date, the \$100 received from each party shall not be refunded to them. If mediation is cancelled more than forty-eight (48) hours before the scheduled mediation date, then the pre-paid fee will either be refunded to the parties or credited toward future mediation expenses.
5. **Attendance at Sessions.** All parties or a party representative with full settlement authority agree to appear on time and be present for the entire mediation session(s). Any other persons necessary to reach a settlement shall also either be present during the entire mediation or be available for consultation.

Persons other than the parties, their representatives, their counsel, and the mediator may attend the mediation only with the consent of the parties and the mediator.

6. **Confidentiality**. All communications made during or in connections with the mediation that are related to the dispute, and all documents offered by any person in connection with the mediation, are confidential. With the consent of the person making a statement or offering a document, the mediator may reveal information to another person during the mediation in an effort to facilitate settlement.

**No sessions may be recorded and no stenographic record shall be maintained.**

Neither party shall attempt to call the mediator as a witness in any judicial or any other type of proceeding. No party shall attempt to introduce statements made or documents offered by any person in connection with the mediation in any judicial proceeding or other forum. The parties shall not attempt to subpoena the mediator or any documents considered or created in connection with the mediation or in any other proceeding.

Prior to the mediation, the mediator may request that each party provide her with a short summary of their case and their position on the issues to be resolved by the mediation. This summary should include any information that the parties believe may be helpful to the mediator to facilitate the mediation process. Unless the party providing this statement gives consent, the summary of their case shall be kept confidential by the mediator.

All parties recognize that the mediator has the legal duty to report abuse of children, handicapped persons, and the elderly or an imminent threat of harm.

7. **Full Disclosure**. Each party shall provide full and complete disclosure of all relevant and material property and financial matters necessary to reach an agreement. The parties agree that dishonesty may invalidate any agreement that is reached.

8. **Termination of the Mediation**. Mediation is a voluntary, cooperative process, which may be terminated at any time by either party or by the mediator determining that mediation will not be productive, or a decision by any party that the mediation should be concluded.

9. **Representation by Attorneys**. The mediator may provide legal information but may not give legal advice. Parties are encouraged to seek their own legal advice from their own counsel. Each party may have counsel present during the mediation or may consult with counsel at any time during the mediation.

10. **Exclusion of Liability**. The mediator shall not be liable for any act or omission in connection with this mediation and shall not be considered a necessary party to any other proceedings related to the mediation or issues in this case. Further, this mediation is held under the auspices of Tennessee Supreme Court Rule 31 and the judicial immunity detailed therein.

11. **Severability of Provisions**. Should any portion, section or provision of this agreement be deemed by any court or arbitrator to be invalid, unlawful or unenforceable, such finding shall have no

effect on the enforceability of any and all other remaining provisions of this agreement, and any all such other provisions shall remain fully enforceable.

12. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

I UNDERSTAND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

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Attorney for

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Attorney for

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