



AGREEMENT TO MEDIATE

We, \_\_\_\_\_ and \_\_\_\_\_, have been referred to mediation by either private referral or an order of court, rendered in accordance with "R.S. 9:332. et seq. We understand that mediation is a process intended to promote cooperation between us in making mutually beneficial decisions concerning the parenting of our child, (children) and possibly other matters. We agree to work toward the development of an agreement which encourages close and continuing contact between our child (children) and both of us whenever possible. It is our intent to conduct ourselves throughout this process in a spirit of cooperation rather than confrontation. Our signatures on this agreement are evidence of our sincere intention to be fair and cooperative throughout the mediation process. In this regard, we agree to the following:

1. The mediator will administer the mediation process and shall be compensated at each session at the rate of \$125.00 per hour or at the rate set by Family Court.
2. We understand that the mediator will not give legal advice to either of us during mediation and that all legal issues will be referred to our individual attorneys. In the event we do not have an attorney, we each agree to retain one, if possible, at the conclusion of mediation to review the decisions we have made. Any agreements reached in mediation are not binding until after an order has been signed by the Court.
3. During the course of the mediation process, we both agree that we will not institute any court action or litigation, discovery or other legal processes pertaining to our visitation or custody issues without first discussing such intentions in mediation.
4. We agree to keep confidential all that transpires and is said during mediation We agree that neither of us will subpoena or otherwise call the mediator to testify to anything revealed in the mediation process or any matter relating to the mediation.
5. The mediation will terminate either by resolution of the issues, completion of the four court mandated sessions or a decision by the mediator that further mediation would not be appropriate.
6. We agree in good faith that we have not used any audio taping devices in mediation session, or over the telephone, unless all parties are fully aware of the taping, and all parties and the mediator approve it.
7. Report fees are billed at the hourly rate indicated above.
8. Appointment cancellations are to be made 24 hours in advance. The Judge will be notified of missed appointments and fee payment will be required.

This agreement was made and signed by us and our mediator on \_\_\_\_\_.

\_\_\_\_\_  
Mediator