



**IDEAL Mediation Inc.
Contract for Family Mediation Services**

1. AGREEMENT TO MEDIATE

- a. We, _____ and _____ have decided to settle the issues between us through the process of family mediation with the assistance IDEAL Mediation Inc.. This contract sets out the terms and conditions under which the mediation will proceed.
- b. We understand that the primary goal of mediation is to help separated or divorced parties (or third parties where applicable), arrive at a suitable agreement taking into account the interests of other members of our family.
- c. We understand the process of family mediation is voluntary.
- d. The Mediator is not a judge, arbitrator or assessor; he is an impartial facilitator whose role is to help us communicate and negotiate in an attempt to resolve our issues.
- e. We understand that the responsibility for resolving our issues rests with us, not the Mediator.

2. ISSUES TO BE MEDIATED

We agree to work with the mediator to seek resolution of the following issues:

- Custody;
- Care and parenting of child(ren);
- Child support;
- Spousal support;
- Possession, ownership, equalization and division of property;
- Other _____;
- Such other issues as we wish to resolve during the course of mediation.

3. INDEPENDENT LEGAL ADVICE/REPRESENTATION

- a. We understand that the Mediator will not offer legal advice to either of us so it is in our best interest to seek independent legal advice early in the process.



b. We acknowledge that we have been advised to seek independent legal advice if we have not already done so. We understand that this legal advice will help us to better appreciate our respective rights and obligations in resolving outstanding issues, and to better understand whether any agreement we make is reasonable and fair.

c. When issues are resolved, the Mediator will prepare a written report for us. We acknowledge that the Mediator's report is not a final and binding agreement.

d. We understand that if we wish to make the Mediator's report into a legally binding agreement, we will require a lawyer's assistance for that purpose.

4. DISCLOSURE OF INFORMATION

We understand that the Mediator will not voluntarily disclose to anyone who is not a party of the mediation, any verbal or written communication that has taken place during the mediation process. The only exception will include disclosure of information for:

- a. Our lawyers;
- b. Where ordered to do so by law;
- c. Where required to do so by law (e.g. information about a potential child protection);
- d. Where information suggests an act or potential threat to human life or safety;
- e. Research or education purposes (non-identifying information only);
- f. On written consent of both (all) of us.

5. TYPE OF MEDIATION

a. We understand that before we begin mediation we must agree on whether it will be Open or Closed. The Mediator has explained the differences, and with that information we have selected the following:

- Closed In closed mediation, the report will summarize only those issues resolved.
- Open In open mediation, the report will summarize those issues resolved as well as outline issues that remain outstanding. The Mediator shall not include any recommendations, opinions or commentary on parenting behaviours or ability.

b. We acknowledge that our discussions in mediation are for the purpose of reaching an agreement regarding the issues between us. We agree not to summons the Mediator and/or the mediation records for any court or arbitration hearing.



6. MEDIATION SESSIONS

- a. We feel we can negotiate with each other in an atmosphere in which we can discuss issues in an open and constructive manner. However, if either of us feels intimidated in any ways when speaking honestly and freely about relevant matters, we will immediately advise the Mediator and may do so privately.
- b. We acknowledge that, generally the Mediator will meet the parties in joint sessions. However, occasionally the Mediator may wish to meet with one party individually. We are aware that the Mediator may also wish to meet with the child(ren), or any other significant third parties such as a new partner, grandparents, other relatives, and legal counsel. However, the Mediator must obtain our consent before involving another person in the mediation process.

7. DISCLOSURE OF INFORMATION BY THE PARTIES

We agree to make full and complete disclosure of all information, whether written or verbal, that is relevant to the issues being mediated. We understand and agree that if the Mediator has reason to believe that full financial disclosure has not occurred, they may terminate the mediation.

8. COST OF MEDIATION

- a. We agree to establish individual retainer accounts with IDEAL Mediation Inc. and receive receipts at the completion of each session. In order to determine the balance of our trust account we will subtract the total of our receipts from our initial deposit. A statement of our accounts will be provided at the first meeting of each month. We understand if we have any questions or concerns, or require any further information on the status of our account, we are free to call any time during the day Monday through Fridays.
- b. We acknowledge the following service fee structure:
 - i. \$160.00 per hour (in 15 minute increments) for the mediation; and
 - ii. \$420.00 for document preparation.
- c. We agree that _____ is responsible for _____ % of all fees.
- d. We agree that _____ is responsible for _____ % of all fees.
- e. We agree to provide a minimum of 48 business hours' notice of any cancellations or our appointment will be billed to our account.

9. TERMINATION OF MEDIATION

We understand that either one of us or the Mediator, has the right to withdraw from the mediation process at any time with notice given to all participants.



10. UNDERSTANDING AND ACKNOWLEDGMENTS

a. We agree that neither one of us nor our lawyers acting on our behalf will initiate, or take any new steps, in any legal proceedings while the mediation is in progress. The only exceptions to this are:

- i. we both consent prior to any action being taken;
- ii. a matter warrants an emergency order without notice.

b. We agree that during these negotiations nether of us will:

- i. attempt to dispose of or mortgage any property;
- ii. incur any significant debt;
- iii. Change beneficiaries of life insurance plans, death benefits or health insurance plans without written consent of the other party.

We acknowledge that we have read this contract. We would like to proceed with mediation in accordance with the terms set above.

Date

Signature

Date

Signature

Date

Robert Shiell CD Mediator and President
Signature

INC