

AGREEMENT FOR MEDIATION SERVICES

This agreement sets forth the understanding of the parties listed below concerning the mediation services provided by Glynna Baker through the Colorado Office of Dispute Resolution. The purpose of this form is to ensure that you understand and agree to the nature of our service and the confidentiality of the mediation process. The agreement shall pertain only to the matters arising during mediation. We are aware that Section 13-22-311(1) CRS does not require parties to mediate if one of the parties claims (s)he has been a victim of abuse and is unwilling to mediate.

1. **Legal and Professional Advice.** I understand that mediators are not legal advisers and cannot provide legal advice to any party involved in mediation. I understand that legal or other appropriate professional advice must be obtained from a professional other than the mediator. I will not rely upon the mediator for such advice. I also understand that the mediator is not responsible for any issues not raised by the parties during the course of the mediation.
2. **Confidentiality.** I understand that mediation is a confidential process that involves honest discussion about the issues in dispute, and is subject to the Colorado Dispute Resolution Act CRS 13-22-307. I also understand that people who participate in mediation should feel free to communicate about sensitive issues without fear that the mediator could later be called as a witness against them. Therefore, I agree that the discussion held during the mediation should be kept confidential, and that the mediator who attempts to assist us in resolving our dispute shall not be called as a witness in court to testify to facts concerning or relating to the subject matter being mediated. As a participant to this mediation, I agree that I will not subpoena documents or information about our mediation, which may have been retained in any file belonging to the mediator or to the Colorado Office of Dispute Resolution. It is understood, however, that mediators are not required to maintain confidentiality if they have reason to believe that a child is in need of protection, or if either party is in danger of bodily harm. I agree that the mediator may discuss the mediation with my attorney. If I speak with the mediator out of the presence of the other party, I understand that I must identify any information disclosed to the mediator that I do not want shared with the other party. I understand that the mediator may share status information with the court as to whether the mediation occurred, and if not, why, and generally, a description of the outcome of the mediation (“fully resolved,” partially resolved” or “no issues resolved”). This disclosure may also include the mediator answering a general “yes/no” question as to whether any written agreement was reached. This information may be disclosed to the court but will be done in a manner that does not provide the details of any mediation communication or settlement discussion which occurred in the course of mediation.
3. **Resolution.** In consideration of receiving services from the Colorado Office of Dispute Resolution, I agree to enter into this mediation **in good faith** and will sincerely attempt to resolve the issues of this dispute. I represent that I have truthfully represented all material facts to the other party(ies) and to the mediator, and will continue to do so during the mediation process. However, I understand that I am not required to enter into any agreement and that any resolutions resulting from this mediation are entered into voluntarily. In the event a dispute arises with regard to the interpretation of agreements reached in mediation, I agree to return to mediation in an effort to resolve such dispute.
4. **Fees.** This mediation session has been scheduled for up to **three hours** with a two-hour minimum (plus one-hour minimum for mediator document review in District Civil and Probate cases). I understand that I am responsible for paying my portion of all fees associated with this mediation at the rate of \$150 per hour (\$75 per hour per party) for Domestic Relations, Juvenile, District Civil, and Probate cases; \$100 per hour (\$50 per hour per party) for County Court and Criminal cases; \$60 per hour (\$30 per hour per party) for Small Claims cases, plus all costs for collection or to address a subpoena, including attorney fees that may be incurred. It is understood that a **prepayment of \$150 per party for Domestic Relations and Juvenile cases; \$300 per party for District Civil and Probate cases; \$100 per party for County Court and Criminal cases; \$60 per party for Small Claims cases**, in the form of **credit card payment, money order, or certified bank check** (no personal checks, only law firm checks from the attorney(s) of record) payable and sent directly to the mediator, **GLYNNA BAKER**, for the minimum session time, and this signed Agreement for Mediation Services must be submitted for the mediator’s receipt not less than **seven (7) full business days** prior to the scheduled mediation date/time. Payment for additional mediator services, including pre-session document review, additional mediation time and/or agreement drafting is due at the close of each session. I also understand that if the mediation is cancelled with **less than seven (7) full business days advance notice from the date/time of the scheduled mediation**, I may be responsible for paying a **late cancellation/no show fee of two full hours of mediation time**. In addition, I understand that a \$25 service fee will be assessed for all erroneous credit card charge backs or NSF checks, plus interest of 1 ½% per month on all unpaid balances. I agree to pay the fees associated with this mediation in accordance with the terms above and I agree to pay any costs of collection that result from my failure to pay my share of the fees / costs associated with this mediation.

CASE NUMBER: _____ COUNTY: _____ DATE: _____

Petitioner’s / Plaintiff’s Signature

AND

Signature of Attorney or Representative
(Paragraph 4 does not apply to representatives)

Name (please print)

Respondent’s / Defendant’s Signature

AND

Signature of Attorney or Representative
(Paragraph 4 does not apply to representatives)

Glynna Baker, Mediator