

**CRAIG H. ROBINSON, PH.D., INC.**

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**AGREEMENT TO MEDIATE**

This is an Agreement between \_\_\_\_\_ and \_\_\_\_\_ and Craig H. Robinson, hereinafter "mediator," to enter into mediation with the intent of resolving the following issues: \_\_\_\_\_

The parties and the mediator understand and agree as follows:

**1. Nature of Mediation**

The parties hereby retain Craig H. Robinson as mediator. The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative and informed manner. It is understood that the mediator has no power to decide issues for the parties. The parties understand that mediation is not a substitute for independent legal advice. The parties are encouraged to secure such advice throughout the mediation process and are advised to obtain independent legal review of any formal mediated agreement before signing that agreement. The parties understand that the mediator has an obligation to work on behalf of all parties and that the mediator cannot render individual legal advice to any party and will not render therapy nor arbitrate within the mediation.

**2. Scope of Mediation**

The parties understand that it is for the parties, with the mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

**3. Mediation is Voluntary**

All parties here state their good faith intention to complete their mediation by an Agreement. It is, however, understood that any party may withdraw from or suspend the mediation process at any time, for any reason.

The parties also understand that the mediator may suspend or terminate the mediation, if he feels that an impasse has been reached; or if the mediator determines that he can no longer effectively perform his facilitative role.

#### **4. Confidentiality**

It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, any draft resolutions and any unsigned mediated agreements shall not be admissible in any court or other contested proceeding. Only a mediated agreement signed by all parties will be so admissible. The only other exceptions to this confidentiality are if all parties waive confidentiality in writing or in an action brought by any party against the mediator. The parties agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. All parties also understand and agree that the mediator may have private caucus meetings and discussions with any individual party. Information exchanged in such meetings may be shared with the other party unless it's specifically made confidential between the mediator and the caucusing party.

#### **5. Full Disclosure**

Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party, if the mediator determines that the disclosure is relevant to the mediation discussions. In family mediation cases, each party agrees to fully and accurately disclose all income, expenses, assets and debts.

#### **6. Mediator Impartiality**

The parties understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation nor in any court or other proceeding.

#### **7. Internet and Email Communication**

The mediator and participants agree that email and other Internet means of communication may be utilized for ongoing mediation communications without limitation and as part of the confidential mediation discussions. This includes attachments, links, faxes, any and all file types and all means of Internet and other electronic communication. Participants will not forward nor otherwise further distribute any Internet or other electronic communication to anyone who is not directly participating in the mediation. These online communications are as confidential as permitted under the law. If desired, participants understand that they may request a more secure user identification and password system be utilized for their mediation Internet communications.

**8. Coordination with Legal Counsel**

The parties agree that the mediator may discuss the parties' mediation process with any attorney any party may retain as individual counsel. Such discussions will not include any negotiations unless the parties instruct the mediator that their attorney(s) have negotiating authority. The mediator will provide copies of correspondence, draft agreements and written documentation to independent legal counsel at a party's request.

**9. Mediation Fees**

The parties and the mediator agree that the fee for the mediator shall be \$250.00 per hour for time spent with the parties and for time required to study documents, research issues, correspond, telephone call, prepare draft and final Agreements, and do such other things as may be reasonably necessary to facilitate the parties reaching full agreement. The mediator shall also be reimbursed for all expenses incurred as a part of the mediation process.

Each party shall pay a payment of \$1,000.00 toward the mediator's fees and expenses to the mediator along with the signing of this Agreement. Any unearned amount of this retainer fee will be refunded to the parties. The parties shall be jointly and severally liable for the mediator's fees and expenses. As between the parties only, responsibility for mediation fees and expenses shall be: \_\_\_\_\_.

The parties will be provided with a monthly accounting of fees and expenses by the mediator. Payment of such fees and expenses is due to the mediator no later than 15 days following the date of such billing, unless otherwise agreed in writing.

Should payment not be timely made, the mediator may, in his sole discretion, stop all work on behalf of the parties, including the drafting and/or distribution of the parties' Agreement, and withdraw from the mediation. If collection or court action is taken by the mediator to collect fees and/or expenses under this Agreement, the prevailing party in any such action and upon any appeal therefrom shall be entitled to attorney fees and costs incurred therein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Client

\_\_\_\_\_  
Mediator