

Nadine A. Brown
Florida Supreme Court Certified Family Mediator
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MEDIATION SERVICE CONTRACT – FEE AGREEMENT

WHEREAS the parties _____ & _____
mutually agree to SETTLE their issues and disputes; and

WHEREAS EACH have the intent to RESOLVE any conflict relating to their dissolution of marriage and all issues pertaining to such dissolution with the assistance of Nadine A. Brown, Florida Supreme Court Certified Family Mediator;

NOW THEREFORE the parties agree to the following provisions and understandings:

1. **MEDIATOR ROLE: Impartiality and Neutrality of the Mediator** – the parties understand and acknowledge that the Mediator is impartial, neutral and shall NOT nor can she act as advocate for either party. The Mediator is **NOT** representing either party as legal counsel NOR acting as an attorney in this process. There is NO attorney-client relationship between the Mediator and either party. The Mediator has no authority to make binding decisions and any agreement reached by the parties during this process MUST be embodied in A SEPARATE WRITTEN AGREEMENT signed by BOTH parties in order to be effectuated. The parties shall have the right to have legal counsel of their own choice review any written agreement prior to signing such agreement. The parties agree that NEITHER party shall call or subpoena the Mediator in any legal or administrative proceeding to produce any notes or documents related to the mediation process or testify to any documents or notes or her thoughts or impressions regarding or during the mediation process. If any party attempts to compel such testimony or the production of documents or things, such party agrees to indemnify the Mediator for any costs or expenses and lost professional time associated with such compulsion.

2. **CONFIDENTIALITY**: Conferences, discussions, communications which occur in connection with the mediation services provided pursuant to this Agreement shall be deemed settlement communications. Anything said or disclosed, or documents provided which may not otherwise be discoverable pursuant to mandatory disclosures under the Florida Rules of Family Law Procedure may be offered, received and used as evidence here in an effort to resolve any conflicts

arising between the parties. The provisions of the Florida Mediation Confidentiality and Privilege Act are incorporated by reference as if fully set forth herein.

3. **FORMAT: Mediation Conference and Caucuses** - the Parties agree and understand that the Mediation process involves meetings with both parties jointly, and at times separately in individual conferences called “caucuses”. The individual or joint meetings, conferences or sessions shall occur in person, however, they may occur by telephone, e-mail, or by other reasonable means of communication if a party is not otherwise available and BOTH parties consent to such formats. ALL sessions or conferences shall be confidential as to the party or parties present regardless of method of communication. The Mediator shall treat each individual caucus as confidential and shall not disclose information obtained during caucus unless expressly authorized by a party.

4. **FEE:** The Mediator fee is \$200 per hour. An **advanced NON-REFUNDABLE** deposit of \$400 is due to reserve mediation time. The hourly rate will apply to time for file review or mediation preparation, mediation conferences or sessions (joint or by means of individual caucus), communications by telephone, e-mail or any other means in support of mediation progress. Hourly rates also include written agreement preparation time, or time to prepare a memoranda of understanding. Hourly rates also apply to travel time from departure site to arrival location and back. Additional fees may also apply to cover administrative costs which include but are not limited to: long distance telephone calls, photocopies, travel expenses such as parking and/or tolls from departure site to arrival location and back. EACH party shall immediately pay one-half (1/2) the mediation fee or cost invoice upon presentation of the bill.

5. **CLIENT RESPONSIBILITIES:** We EACH have the responsibility as client to **make all payments in fulfillment of the fee agreement stated above**, attend appointments in furtherance of the mediation process, and give our best efforts to resolve the issues.

I HAVE READ AND FULLY AGREE TO ALL OF THE ABOVE STATED TERMS AND CONDITIONS, AND HEREBY AUTHORIZE NADINE A. BROWN TO ACT AS MEDIATOR IN THE ABOVE MATTER.

Dated: _____

Client Signature/Party#1

Client Signature/Party #2