

MEDIATION AGREEMENT RESPECTING FAMILY ISSUES

B E T W E E N:

Eric K. Slone

("the Mediator")

- and -

*

("the Wife")

- and -

*

(the "Husband")

THIS IS AN AGREEMENT whereby the Husband and the Wife have agreed to attempt to resolve outstanding issues between them, with the assistance of the Mediator, who has agreed to act in this capacity;

What is expected of the Husband and the Wife:

1. Negotiation in good faith. This means that the Wife and Husband bring a genuine desire to resolve the issues between them and are not using the mediation process for any other, dishonorable purpose.
2. Full and frank disclosure. The success of this process requires both the Husband and Wife to share with each other and with the Mediator full, truthful information about all relevant matters, including without limitation all financial information which he/she might be obligated to disclose in the course of a legal proceeding. This is important for a number of reasons:
 - a. First of all, it is important for the Wife and Husband to develop and maintain trust in one another as the process proceeds. Trust may be lost where people are felt to be hiding something or lying.
 - b. Secondly, we need all of this information in order to make sure that all of the issues are resolved. We want the final agreement to be complete and consider everything.
 - c. Thirdly, it is important to understand that lying or concealing information can seriously backfire. If the other party later discovers the deceit, he or she may convince a court that the agreement arrived at in ignorance of the truth should be set aside as having been obtained by fraud.

3. Civility. The Husband and Wife's willingness to mediate rather than litigate is a positive step. While emotions sometimes run high as difficult issues are discussed, the process cannot be allowed to degenerate into name calling or bullying. It is important to treat the other parties at the table with respect, as one would with any partners in a problem-solving exercise.
4. Self-determination. The Wife and Husband must understand that the mediation process is in their hands and they have a great deal of control over what goes on. They must come prepared to be active participants in the negotiation.

What is expected of the Mediator:

5. Confidentiality. Mediation is a private process and any information that comes out in mediation sessions will not be revealed to anyone, by anyone, without your express permission, except in rare instances where the Mediator may be obliged to testify in court about what went on in mediation.
6. Communication. The Mediator will meet with the Husband and Wife, both separately and together, as he may deem appropriate, to assist in the process of arriving at an agreement. Where he meets with one party in the absence of the other ("caucusing" or holding a "caucus") it is for a useful purpose, because sometimes one party or the other does not feel comfortable saying something in the presence of the other. Where either party wishes to tell the Mediator something in strict confidence, that confidence will be respected. Otherwise, the Mediator may use information learned in caucus to further the aims of the mediation.
7. Legal education. Although the Mediator is a lawyer, he is not acting as a lawyer for either or both of them. The Mediator will use his general knowledge of the law to educate the Wife and Husband concerning the law as it generally applies to like situations, which in turn will assist them to negotiate an informed agreement. In the event that either party wishes to consult a lawyer at any time, including upon the completion of a final draft agreement, the party should feel more than free to do so and is under no obligation to disclose the advice, if any, received.
8. A draft agreement. The process will involve the drafting of an agreement that is ready to be signed, after the parties have either had legal advice or determined that he or she is prepared to waive legal advice. The agreement that results from the mediation process, when signed, will be legally binding on both parties. Where the matter may proceed to a divorce, at some later date, the Agreement will usually form the basis for the Corollary Relief Judgment issued by the Court.

What is expected of all parties

9. The right to terminate at any time. Since mediation is a voluntary process, therefore the Mediator or either of the Husband and Wife may elect at any time to terminate the mediation, whereupon the Mediator will issue a final account for time spent and cease to be involved in the parties' affairs. It is expected that no party will terminate the mediation without some valid reason, but it is equally important to understand that no one can be forced to continue with mediation where he or she feels that it is no longer in his or her best interest. In such case, any interim written agreements already entered into shall continue to have effect until and unless superceded by lawful process.

The Cost of Mediation

10. The Wife and Husband agree (except as may specifically be agreed upon below) to be jointly and severally liable for the Mediator's fees and expenses in connection with the mediation, which are based on an hourly rate of \$175.00 per hour, plus any expenses incurred, plus HST.

By my signature below I understand the terms of this Agreement and undertake to proceed in accordance with the procedure described above.

Dated at Halifax, Nova Scotia, this day of 20 .

The Mediator

The Wife

The Husband