

Stacy Wright Family Law and Mediation, Chtd.

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It is the policy of STACY WRIGHT, to require each client to sign a written retainer agreement before beginning any work on a client's case. If you wish to have STACY WRIGHT, provide mediation services, and you agree to the terms set out below, please sign this agreement where indicated and return it **with your initial retainer fee. The firm will not commence working on your case until this payment is received.**

AGREEMENT TO MEDIATE

The parties agree to participate in mediation to resolve the dispute. The parties will attend the scheduled mediation conference unless they advise Stacy Wright of their inability to attend at least 24 hours in advance.

1. **The purpose** of the mediation is to provide a neutral forum in which you can resolve the matter.
2. **Definition of Mediation.** Mediation is a voluntary process entered into by the parties. In this process the parties continue direct communication, but with the assistance of a neutral person who is the mediator, which mediator has no authority to require any concession or agreements. A good-faith effort shall be made to resolve any claim or controversy arising between the parties. The effort to resolve the matter through mediation may be terminated without cause as follows:
 - a. Either party may withdraw from mediation; or
 - b. Stacy Wright or the mediator may terminate the mediation session.
3. **Duties and Responsibilities of Mediator.** The mediator shall have the duty and responsibility to assist the parties in resolving all issues submitted for mediation.
4. **Payment of Costs.** Both parties shall share the mediator's fees and disbursements equally unless they mutually agree otherwise. The mediator shall provide the parties with his/her fee and disbursement schedule in advance of mediation.
 - a. Retainer - Your initial retainer fee is \$500.00 (\$250 per party unless otherwise agreed). This amount is payable in advance of the first mediation session. The initial \$500.00 of your retainer fee is a nonrefundable fee payment paid immediately into firm operating funds. It is intended to cover an administrative fee of \$150 for file set up, a two-hour mediation session and a memorandum of understanding from the first session.

- b. **PAYMENT IN FULL IS DUE WHEN SERVICES ARE RENDERED.** Absent other arrangements made in writing in advance between you and the firm, you are required to pay after each mediation session.
 - c. If work is done on your case in preparation for the mediation session, you are not assessed an additional fee, the initial file set-up fee covers these charges.
 - d. If work is done on your case to memorialize the agreements reached in mediation, you are not assessed an additional fee.
 - e. If significant work is done on your case outside of preparing for the mediation, the firm reserves the right to charge for additional time. For instance, if the firm must spend time consulting with outside professionals (your attorney, your certified divorce planner, your accountant, your child psychologist, etc.) or with other individuals, you will receive statement detailing additional charges within fourteen (14) days of the date thereof. Fees will be assessed at the discretion of the firm based upon which party required the additional time to be incurred. Failure to pay accounts fully when due may result in termination of the firm's services.
 - f. In addition to the hourly rates for fees, you may be responsible for extraordinary costs, disbursements, and expenses incurred on your behalf. These costs include but are not limited to long distance telephone charges; telefax charges; messenger services; photocopying expense; postage; mileage; and parking expenses.
5. **Billing Rates** - Fees charged are based on the amount of time the firm devotes to your case. It is impossible to determine in advance how much time will be needed for any session or how many sessions will be needed to resolve your issues. In addition to the mediator you have retained, it may be necessary for other professionals or associates to work on your case. The firm will use our best judgment to determine the most economical use of our attorney and staff time.

Currently, hourly rates are: Stacy Wright \$ 150.00; Legal Assistants \$ 100.00. Hourly rates are subject to change upon 30 days' notice.

Time Recording and Billing - All time records are maintained and recorded by tenths of an hour. Time spent and recorded will reflect the estimated time spent closest to the nearest one-tenth (1/10) of one hour for each individual item of work performed. There shall be a minimum billing of two-tenths (2/10) of one hour for each individual item of work performed.

6. **Collection Costs** - Should the firm be required to bring suit or otherwise spend time trying to collect the amounts due the firm under this agreement, you will also be responsible for our court costs and reasonable attorney's fees as determined by

- the court, including payment of our normal hourly rates if the firm represents itself.
7. **Expert Fees** - If an expert is employed in your case, you will execute a separate agreement with the expert. You will be billed separately and independently by the expert, and you will be responsible for the payment of all expert's fees pursuant to your agreement with the expert.
 8. **Confidentiality and Privilege.** Within the limits of the law, the mediator will accord confidentiality and privilege to all communications with the parties.
 - a. Pursuant to Minnesota Statute 595.02, Subdivision 1(1) and the Minnesota Rules of Practice 114.08, all mediation process communications, statements, meeting notes or documents related to or developed in or as a result of the mediation process are inadmissible and undiscussable for any purpose in any legal or administrative proceeding. In addition, staff, files and mediators of Stacy Wright, Attorney at Law cannot be subpoenaed to testify on behalf of any party.
 - b. Mediators are required to report evidence of child abuse and/or abuse of a vulnerable adult.
 9. **Restrictions.** The mediator shall not participate as a witness, collateral contact or attorney in a custody or visitation study, or inquiry involving either party. Further, neither party may ever call the mediator as a witness to testify in any proceeding involving a minor child of the parties or the subject matter of the mediation.
 10. **Compromise or Offers to Compromise** During Mediation or Arbitration. State statute shall be applicable throughout the entire proceeding of mediation and offers to compromise shall not be admissible as evidence in any legal action.
 11. **The role of the mediator** is to facilitate discussion and maintain order, if necessary. Mediators do not represent either party. The mediators have no duty to provide advice or information to a party or to assure that a party has an understanding of the problem and consequences of the matter. Mediators will not provide advice regarding the legality of the resolution.
 12. **Caucus.** During the mediation any party or mediator may request to speak with another party or mediator privately.
 13. **Settlement** - The firm will attempt to facilitate an agreement between the parties. The firm is not required to, and cannot provide legal advice. However, where legal information may be helpful, the firm may provide information to each party. For instance, if the firm provides information on a legal resource to one party, the same information will be provided to the other party.

14. **Time Limits.** Generally mediations do not last longer than two hours. Please notify the mediator of any time restraints.

15. **Questions** about the mediation *process* can be addressed to mediators prior to the mediation.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION:

Date

Party

Mediator

Party

Mediator

Party

Additional Parties: _____