

Common Ground Mediation Services
Divorce Mediation Contract

Agreement made _____, 20____ by and between:

Mediator: June Adams Johnson
8 Elm Street
Groton, MA 01450
(978) 448 – 3131

Client: _____

Street address
_____, _____
City State Zip Code
(_____) _____
Home Telephone Work Telephone Ext.

Email address: _____(please print clearly)

Client: _____

Street address
_____, _____
City State Zip Code
(_____) _____
Home Telephone Work Telephone Ext.

Email address: _____(please print clearly)

Clients agree to pay Mediator \$230 per hour (or \$115 per person per hour if the expense is shared).

Mediator time is considered to be the following:

- a. All mediation sessions with the exception of the last one hour, the Signing Appointment, for executing the documents, and court preparation, which is free. Most sessions will be from one to two hours.
- b. Telephone communications with Clients and other professionals, necessary research.
- c. Review of documents.
- d. Preparation of the Agreement will range from approximately \$350 to \$500 depending on the complexity of the issues.

Payment for session time is expected on a pay-as-you-go basis at the conclusion of a session. Payment for drafting of the Agreement and other client communications is expected at the last session signing the Agreement, though this “signing session” itself is free.

Both Clients represent that they understand the Mediator is not serving as Attorney for either of them or both of them, that no communication from the Mediator can be construed as “legal advice” by either party, and that she will not accompany them to Court. They may and should seek advice from such other professionals in law, accounting, counseling, etc., as he or she individually feels the need.

Mediator accepts employment as Mediator of the divorce of Clients on the condition that Clients agree to:

- a. Disclose all necessary and relevant information fully and completely.
- b. Participate in a good faith effort to reach a reasonable and fair agreement.
- c. Maintain the confidentiality of the mediation and not to seek the testimony or records of Mediator in any Court proceeding. Breach of this provision shall obligate the breaching client, to pay all of Mediator’s costs including mediator time, attorney’s fees or other costs associated thereto.

Mediator shall maintain the confidentiality of the mediation and shall not disclose any information to a third party without prior consent of both parties. Such consent is herewith given for Mediator to initiate or respond to contact by the respective party’s lawyer or counselor.

In the spirit of cooperation, neither of us will do any of the following without the prior consent of the other:

- (i) Sell, transfer, encumber, assign, remove or in any way dispose of any real or personal property belonging to either of us, other than in the ordinary course of business and family life;
- (ii) Incur any further debts that would burden the credit of the other, or incur any liability for which the other may be responsible, including borrowing against existing credit lines, unreasonable credit card expenditures, or making cash advances against credit or bank cards, other than in the ordinary course of business and family life;
- (iii) Borrow against, cancel, transfer, dispose of, or change the beneficiaries of any pension, retirement plan or insurance policy, or permit any existing coverage to lapse, including life, health, automobile and/or disability held for the benefit of either of us or our children.
- (iv) Change any provisions of any existing power of attorney, trust or will, nor execute a new power of attorney, trust or will.

File Retention and Destruction: At the conclusion of this matter, we will retain your files for a period of seven years after we close our file. At the expiration of the seven year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

Both Clients are each responsible for all costs of mediation. Both parties will receive periodic duplicate statements of all charges existing at the time of the issuance of the statement. A \$100 cancellation fee is charged for missed appointments, without at least 24 hours notice, unless an emergency.

Client

Mediator

Client