

**The parties (whose names are set forth below), and Mediator, Scott Allen,** enter into this Mediation Agreement (hereinafter the “Agreement”) and agree as follows:

1. **Issues.** Difficulties have arisen between the parties and they desire to attempt to mediate the matters in dispute. The disputed matters include but are not necessarily limited to: separation and settlement of financial issues and such other issues as may be identified during the mediation session(s).

2. **Good Faith.** The parties agree to enter into mediation in good faith, with each party making full disclosure of all information necessary to facilitate the negotiation and mediation of an agreement. The parties also agree that should any mistake or misstatement occur during the course of the mediation that would have a substantial impact on the outcome of the process, this shall be brought to the attention of the Mediator immediately so that no one may take advantage of a significant error made by the other side.

3. **Mediator's Fees and Expenses.** The parties agree that Scott Allen of Allen and Spence, PLLC (Wake Mediation) shall be their Mediator. The Mediator shall be employed as a neutral and impartial facilitator of negotiations. He cannot and will not act as an attorney for either party or for the parties jointly. By affixing their signatures to this Agreement, each party agrees to the following: Each party shall pay one-half of the Mediator’s fee for all time expended in preparation for the mediation; for all time expended in the mediation itself; and for all time expended in any necessary post-mediation matters, at a rate of \$200.00 per hour.

Each party shall make an advance partial payment of \$200.00 to the Mediator prior to the initial mediation session. This amount will be placed in the trust account of Allen and Spence. Payment is due at the end of any mediation session by check or credit card.

4. **The Process.** The mediation will be conducted on the date agreed to by the parties. The initial mediation will be conducted at Allen and Spence, PLLC at 3737 Glenwood Avenue, Suite 100, Raleigh NC or at such other place agreed to in advance. 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. The parties understand that the Mediator must remain impartial throughout and after the mediation process. The parties agree that the Mediator may discuss the parties' mediation with any attorney that either party may retain or may have retained as individual counsel.

5. **Confidentiality.** To create the climate of open and honest communication necessary for a successful mediation, the parties agree that all written and oral communications made in the course of mediation are confidential for the purposes of any action in which the parties are witnesses or parties. The parties agree that all offers to compromise, and all statements made with regard to an offer to compromise by either party or his or her attorney or by the Mediator during mediation, shall be deemed inadmissible as evidence pursuant to Rule 408 of the North Carolina Rules of Evidence. All communications throughout the mediation with or in the presence of any third parties, consultants, expert witnesses, or any other persons shall remain confidential and are not discoverable following the mediation. Neither party shall call the Mediator to testify as a witness concerning any mediation or any statements or admissions made during the course of mediation which are not otherwise discoverable through the legal process, including, but not limited to, the notes, records and work product of the Mediator. In the event either party contravenes this provision, the Mediator will move to quash the subpoena, and the party in breach shall pay all of the Mediator's fees and expenses for so doing.

**Limitations of Confidentiality.** Notwithstanding the above provisions of paragraph 5:

- (a) The Mediator will keep confidential any information that is so designated by either party and shall not disclose same to the other party or that party's attorney;
- (c) The Mediator may disclose to others information regarding the mediation only with the written consent of both parties;
- (d) The Mediator must disclose otherwise confidential information where required by law (e.g. where the Mediator suspects child abuse or neglect or where the information suggests an actual or potential threat to life or safety) or where the Mediator is ordered to do so by judicial authority; and
- (e) Facts that are otherwise discoverable are not made non-discoverable because they are discussed during the mediation.

6. **Representation.** Each party has the right to be represented by counsel throughout the mediation process. The Mediator will urge the parties to secure independent legal counsel and appropriate expert advice. Existing counsel will execute this Agreement, and their representation is as indicated below.

7. **Suspension or Termination.** The mediation will continue as long as the parties and the Mediator desire. Each party has the right to discontinue the mediation process at any time before a settlement agreement is signed. The parties also understand that the Mediator may suspend or terminate the mediation under certain circumstances that the Mediator may identify.

8. **Waiver and Complete Agreement.** Both parties hereby release, waive, and forever discharge, Scott E. Allen and the firm of Allen and Spence, PLLC, and Wake Mediation from any liability to either of them as a result of his actions or lack of action with regard to this mediation. There are no verbal agreements between the parties or

between the parties and the Mediator modifying or expanding the terms of this Agreement.

This the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Parties:

\_\_\_\_\_

Attorneys (if any):

\_\_\_\_\_

\_\_\_\_\_  
Scott Allen,  
Mediator