

# WAG

Western Arbiter Group, LLC

## Mediation Agreement

Mediation Date: \_\_\_\_\_

Mediation Location: \_\_\_\_\_

The parties/attorneys in this case agree to the following:

1. The parties will actively mediate and attempt to resolve their dispute in good faith.
2. The parties shall pay the mediation fee of \$\_\_\_\_\_ per hour for Domestic Relations matters, \$\_\_\_\_\_ per hour for Civil matters, \$\_\_\_\_\_ per hour for private Domestic Relations or Civil trials, and \$\_\_\_\_\_ per hour for Dependency & Neglect matters. D&N matters have a 2-hour minimum. They shall also pay \$150 per hour for travel. The mediation fee shall be divided equally between the parties absent an agreement between the parties to the contrary. Each party, regardless of who cancelled the mediation, owes for one hour of time each for cancellations made 14 days or less prior to the scheduled mediation. This amount shall be paid within ten (10) days of giving notice of cancellation. A retainer/deposit against total mediation fees covering four (4) hours of time shall be paid no later than fourteen (14) days prior to the scheduled mediation. Any unpaid mediation fees/costs shall be paid within fourteen (14) days of receiving email notification from WAG of any unpaid fees/costs. All mediation fees shall be paid by the attorneys to WAG from a law firm checking account. Payments will not be accepted from the parties directly. Should payment not be made by a party according to this agreement, they authorize the mediator to inform the court via the filing of a Notice of Mediation Fees Due and Owing and the parties agree that payment of unpaid mediation fees shall be added to the issues to be decided by the Court at any subsequent hearing and the attorneys agree that they shall be personally liable for any unpaid mediation fees/costs in the event their clients do not pay. The parties/attorneys stipulate that any court order regarding payment of mediation fees/costs shall be ordered paid by the court within 15 days of the filing of any order concerning same. The parties/attorneys agree that the Court shall retain jurisdiction over the issue of payment of mediation fees/costs even if the case is dismissed with/without prejudice. Failure to timely pay the required mediation deposit/retainer per this agreement may be deemed a cancellation of the mediation and the previously reserved date/times will be vacated so others may schedule their mediation. There is a four-hour minimum for a mediation session unless a cancellation notice has been provided to WAG.
3. The parties/attorneys shall keep WAG informed of their current mailing, email, physical address and phone numbers.
4. The parties understand that the mediator is not their attorney or legal advisor and is not providing legal advice to any party. The parties understand they have the right to obtain

legal advice and are encouraged to do so on any issue prior to reaching an agreement. The parties/attorneys agree that to the extent they may have a right to call the mediator as a witness that they are explicitly waiving that right forever. The parties/attorneys may ask the mediator for an opinion on a matter and if an opinion is provided it will not be considered legal advice and the parties shall not rely upon it as legal advice. The mediator is not responsible for addressing any issues not raised during the mediation. WAG is not responsible for filing any reports/documents/statements to the Court.

5. The parties understand that those participating in mediation should feel free to communicate about sensitive issues without fear that the mediator could later be called as a witness. Therefore, the parties agree that the discussions held during the mediation shall be confidential and that the mediator shall not be called to testify to facts concerning or relating to the matters raised during mediation. The parties agree that they will not subpoena the mediator or the mediator's notes/documents concerning the mediation and they authorize WAG to destroy any such notes/documents. Should the mediator be subpoenaed, the party/attorney who issued the subpoena shall be responsible for payment of fees at a rate of \$1,000/hour or fraction thereof plus reasonable costs for any time reviewing the subpoena or appearing pursuant to same. The parties/attorneys agree that this hourly rate is reasonable. The parties understand and agree that the mediator is not required to maintain confidentiality if he/she has reason to believe that any person may be in need of protection or if a person is in danger of bodily harm and they agree to hold WAG and any mediator harmless and not liable for any such disclosures made.
6. If the parties/attorneys reach an agreement and place the agreement on an audio recording device, the recorded agreement shall not be considered confidential and the parties waive any objection to the admission of the audio/video recorded agreement as part of any court hearing and agree that the agreement shall be enforced by the Court even if it is not reduced to writing and signed by the parties/attorneys.
7. The parties are aware that 13-22-311(1) C.R.S. does not require parties to mediate if they claim to have been a victim of abuse and are unwilling to mediate.
8. The parties agree that this mediation agreement is between Western Arbiter Group, LLC (WAG) and its representative Richard T. Gurley on one side and the parties and their attorneys. The parties/attorneys waive any claims against WAG or Richard T. Gurley and agree that they shall not file any court action against WAG or Richard T. Gurley and shall not seek damages, fees or costs against WAG or Richard T. Gurley. Should any party/attorney file an action against WAG or Richard T. Gurley, the filing party shall pay the reasonable costs and/or attorneys fees incurred by WAG and/or Richard T. Gurley and for any time expended personally by WAG, Richard T. Gurley or any other mediator in connection with any such action at a rate of \$1,000 per hour for each hour or fraction of an hour and the parties/attorneys agree that this hourly rate is reasonable.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
WAG/Mediator

\_\_\_\_\_  
Plaintiff/Petitioner

\_\_\_\_\_  
Defendant/Co-Petitioner

\_\_\_\_\_  
Plaintiff/Petitioner's Counsel

\_\_\_\_\_  
Defendant/Co-Petitioner's Counsel

*\*Counsel agree to be bound for payment of WAG's mediation fee(s)*

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Address & Phone Number

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Address & Phone Number