



## AGREEMENT TO MEDIATE

The undersigned hereby agrees to have Mary Kay Hansen provide mediation service for their family law matter. The mediator is not a judge or arbitrator, and has no authority to require or enforce settlement. The mediator is an attorney with over thirty (30) years of legal experience with an emphasis on family law and has been approved as a Parenting Act/SADR mediator by the Office of Dispute Resolution. The mediator has not previously represented any of the parties in the matter with respect to the subject of this mediation. The mediator is serving as a neutral third party and is not representing either party in this matter. The role of the mediator does not create a lawyer-client relationship with the parties and does not constitute representation of any of the parties. The mediator is not allowed to represent either party in the role of attorney in a subsequent legal proceeding in the same matter mediated.

The mediator is not giving legal advice to any person involved in the mediation and nothing the mediator says may be construed as providing legal advice. The parties are relying upon advice from their own legal counsel, or have been given every opportunity to do so. The parties are encouraged to consult with legal counsel regarding their legal rights and responsibilities.

It is understood that communications during the mediation are privileged and are not subject to discovery or admissible in evidence except as provided by Neb. Rev. Stat. § 25-2934. Any information disclosed by a party to the mediator in the course of mediation will retain its confidential or privileged character. Any information gained through such sessions will not be disclosed by the mediator unless the party allows the mediator to do so.

The parties agree not to call the mediator as a witness in any proceeding, and agree not to subpoena or otherwise seek discovery of any materials in the mediator's possession developed for or in the course of mediation. To the extent that Nebraska law may permit such discovery from the mediator, the parties hereby waive any right thereto. However, this agreement to mediate and any written agreement made and signed by the parties as a result of the mediation may be used in any relevant proceeding.

If minor children are involved, the law requires an Individual Private Session (IPS) with the mediator prior to the first mediation session. If the IPS discloses that certain conditions exist, a Specialized Alternative Dispute Resolution (SADR) process is required. Mary Kay Hansen is qualified to provide this service. As a courtesy to the parties, the first thirty minutes of the IPS are provided free of charge.

In cases involving children, if during the mediation process, the mediator has reasonable cause to believe that a child has been subjected to child abuse or neglect or if the mediator observes a child being subjected to conditions or circumstances, which would reasonably result in child abuse or neglect, the mediator is obligated to report such information unless previously reported.

Mediation is non-binding unless an agreement is entered into following mediation. The mediation may be terminated by any party at any time. The mediator may terminate the

mediation in the event the mediator determines that a party is not acting in good faith, or that further efforts at mediation will not be helpful.

### GENERAL INFORMATION

We retain records relating to professional services that we provide so that we are better able to assist you with your mediation needs, and in some cases, to comply with professional guidelines. In order to guard your nonpublic, personal information, we maintain physical, electronic, and procedural safeguards that comply with professional standards.

### BILLING INFORMATION

The mediator's fee is \$250.00 per hour and \$90.00 per hour for services provided by assistants and law clerks. The parties will be billed for all time dedicated to the matter, which may include, but is not limited to the following: opening the file, obtaining information from the Court, preparing for the mediation, attending the mediation, drafting documents, and all types of communications with parties/counsel. Monthly bills will be issued with each party being billed for one-half ( $\frac{1}{2}$ ) of the time dedicated to joint activities and for the entirety of the time the mediator spends on a party's individual needs.

We offer evening mediations one day each week. These appointments are in high demand and last-minute cancellations prevent us from rescheduling other clients in this time period. There will be a \$50 cancellation fee for evening mediations that are cancelled with less than 24-hours' notice.

**Prior to the start of the first mediation session, each party must pay a separate retainer. Each party may choose one of the following:**

1. \_\_\_\_\_ Pay a retainer of \$600.00 and sign a payment authorization (attached),  
Initial allowing us to charge a monthly payment to your debit/credit card.

**or**

2. \_\_\_\_\_ Pay a retainer of \$800.00 and pay your monthly bill in full each month.  
Initial An additional retainer may be required to continue to provide services.

Interest is charged at a rate of 10% per annum. Billing statements are sent by email unless requested otherwise. The mediator may suspend or terminate any further work on the mediation if payment is not made.

**Credit card payments can be made at [www.mkhansenlaw.com](http://www.mkhansenlaw.com), in person, or by contacting Taylor at 477-0230 Ext. 2 or at [taylor@mkhansenlaw.com](mailto:taylor@mkhansenlaw.com). Please feel free to contact us if you have any questions.**

Unless requested otherwise in writing below:

- A copy of the finalized mediated agreement(s) will be sent to your attorney;
- The mediator will discuss/answer questions your attorney may have regarding the mediation and/or agreement and will provide your attorney other such information as they may request;
- Drafts of the mediation agreement and billing statements will be sent to you by email.

Written requests: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have reviewed this Agreement to Mediate and accept the terms thereof.

Print Name	Signature	Date
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Please provide the following information:

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Employer: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

In lieu of paying an additional retainer once your initial retainer is exhausted, complete the attached Payment Authorization.

### PAYMENT AUTHORIZATION

#### Chose one of the following:

\_\_\_\_\_ (initial) I hereby authorize Mary Kay Hansen to charge/debit my account \$50.00 on the **5<sup>th</sup>** of each month until my balance is paid in full.

\_\_\_\_\_ (initial) I hereby authorize Mary Kay Hansen to charge/debit my account \$50.00 on the **20<sup>th</sup>** of each month until my balance is paid in full.

Name on debit/credit card: \_\_\_\_\_

Email address for receipt (if different from above): \_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Card number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

3-digit security code (on back of card): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Please note:** Due to our billing cycle, payment may not appear on your bill until the following month. We will process your payment as soon as practical after the selected date. If funds are not available on the date processed, we retain the right to continue to attempt to charge the account until the payment is made. In the event a date for the charge/deduction is not selected from the dates above, your charge/deduction will be made on the 20<sup>th</sup> of each month until your account is paid in full. You will receive an email receipt for your payment unless requested otherwise.

Revocation of this authorization must be made in writing.

**Thank you for your payment!**