

AGREEMENT TO MEDIATE

THIS AGREEMENT is entered into this _____ day of _____, 2005, by and between _____ (hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband").

Husband and Wife agree to mediate the following issues that have arisen between them:

The mediator shall be Leslie G. Billman, Esquire. Husband and Wife understand that the mediator is acting as a neutral third party. The mediator will not be acting as the attorney for either of the parties or representing them in any way. The mediator will not provide legal advice or legal representation to either party.

Husband and Wife agree to be responsible for payment to the mediator. They agree to pay as follows: each party shall pay one half (1/2) of all fees. The hourly fee for mediation is \$ 300. In lieu of an escrow request, and absent an agreement to the contrary each party shall pay one half of all fees incurred at the end of each mediation session. Should I be asked to review documents, or conduct any related activity outside of the mediation session, I will expect payment for that time at the first mediation session following the activity. Credit cards (visa or master card) can be used to charge any mediation fees, but a 5% surcharge will be added to any fee being so charged.

Husband and Wife agree that mediation is a cooperative process based on factual information does not assess blame or fault, and serves as an avenue for mutual resolution of their conflicts.

Husband and Wife agree that they will each work in a good faith manner to resolve their disputes and will abide by the agreement when it is reached.

Any document signed as a result of this mediation may be legally binding. Each party has retained legal counsel during the mediation process and counsel shall review any proposed agreements before signature by either party.

Husband and Wife further agree that all information disclosed orally and all writings (other than an agreement prepared by the mediator and signed by both parties) mad during the mediation process are confidential. This means that each party agrees that neither the mediator nor the other party shall be required by a party or by any attorney to release or disclose information, statements or writings made in or disclosed during mediation, including all unsigned memoranda or agreement. To accomplish this, each party agrees not to cause to be issued any summons, subpoena, or similar document requiring the mediator or other party to appear and/or give evidence for a deposition or other court proceeding, concerning any matters disclosed during mediation. The only exception to this rule of confidentiality is that the mediator shall report to appropriate persons or agencies suspected child abuse or neglect and threat to do serious harm to a party or another person.

Husband and Wife each understand that at any time before a mediated agreement is signed by both parties, either Husband or Wife may choose a different forum for dispute resolution, including arbitration or action within the court system. Husband and Wife have each notified the mediator of any case(s) or charge(s) pending in any court involving the parties. The parties understand that each may terminate this mediation at any time.

Husband and Wife agree to fully and accurately disclose to each other and to the mediator their solely and jointly held assets, income, liabilities and expenses as well as current and projected monthly budgets. Each agrees to produce requested financial documents and data to support these figures.

Should experts including, but not limited to, appraisers and accountants be required in the process of arriving at a mutually agreeable solution, information obtained from such persons shall be gathered in a manner mutually agreed upon by Husband and Wife.

Husband

Wife

Printed name

Printed name

Date: _____

Date: _____

Attorney for Husband

Attorney for Wife