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## **MEDIATION AGREEMENT**

**Please read this Agreement carefully before signing it.  
It is a legally binding contract.**

### **MEDIATION**

The undersigned parties agree to be bound by the following contractual provisions and conditions:

This mediation is voluntary. Either party may choose to end it at any time.

1. The parties will make all of the decisions; the mediator cannot impose any decision upon us.
2. The parties understand that the mediator is in charge of the mediation. He will give us equal time as much as possible during the process. He will not take sides and will attempt to guide us to a reasonable and realistic agreement.
3. Each party is encouraged to seek advice, whenever desired, from professionals, such as attorneys, accountants and/or psychologists at any time during the mediation; however, each of us accepts full responsibility for the reasonable accuracy of all information provided by such advisors, which is used in the mediation process.
4. Each party understands that the mediator is not acting as our attorney. He is not representing either one of us or both of us. The mediator cannot provide legal advice to either party, but rather, only legal information.
5. Each party will each fully disclose and document all of his/her financial income, assets, debts and liabilities during the mediation.
6. Mediation sessions are totally confidential.
7. The parties will not subpoena the mediator or his files in any legal action or administrative proceeding.
8. Each party wants the freedom to state what he or she wants in the context of the mediation without the other party using any of our statements against us in any legal action or proceeding in the future. Accordingly, the parties both agree that all statements made in discussions which occur in the mediation process are to be termed "settlement negotiations" and inadmissible as evidence in any Court or other tribunal. In addition, any statement made by either party is made without prejudice and on the express condition that it may not be used in any manner in any litigation.

9. The mediator will not disclose any information concerning the parties to a third party without prior consent. However, in the event that the mediator discovers that a child or children of a party or the parties is, in the mediator's considered opinion, clearly abusing a child, the parties understand that the mediator will report such abuse to Child Protective Services of the New York State Department of Social Services or law enforcement official. Furthermore, the confidentiality of the parties' communications to the mediator may be breached if, in the mediator's considered opinion, such breach is necessary to protect the safety of any person.

10. Each party consents to the mediator contacting their respective lawyers, accountants, counselors, or other professionals, if necessary, at any time or to respond to such contact, and to release any information given by such professional to that professional's client only.

11. Furthermore, in the event that the parties have jointly utilized the services of a neutral expert in the context of the mediation, such as an accountant or a psychologist, the parties agree that all of such expert's notes, work product, summaries, reports and anything else in their files are confidential. The parties also agree that they shall not subpoena such expert or their aforesaid paperwork or files in any legal action or proceeding. All statements by the expert(s) or to the expert(s) by the parties or the mediator shall be deemed confidential, not to be disclosed to any Court or other tribunal or in any other context, whether by subpoena or otherwise. The terms of this paragraph may be waived by the express written consent of both parties; however, even in such event, such expert shall not serve as the expert of either party in such future litigation, but rather only as a neutral expert of the Court.

12. At the conclusion of the sessions, the mediator will prepare a written, proposed Agreement setting forth our agreements. Each party will receive a copy of the proposed agreement.

13. The mediator recommends that each party have a separate, independent attorney to advise them through the mediation process and prior to the execution of the Agreement.

14. The parties understand that the mediator shall prematurely terminate the mediation process and be due all fees owed him by the parties up to that point in time if, in the mediator's considered opinion:

A. The participants insist on an agreement which is unconscionable.

B. The participants insist on an agreement which is clearly opposed to the best interests of the children.

C. Either or both of the participants continues to conceal financial or other relevant information from the other participant or from the mediator.

D. Either or both of the participants continually manifest unwillingness or an inability to participate in the process in a meaningful manner.

E. Either party is a victim of domestic violence which makes it unlikely that a party can voluntarily enter an agreement free of duress or other pressures.

If the parties clearly understand and agree to be bound by all of the terms, conditions and meaning of this Agreement, please sign below where indicated on the line above your typewritten names and fill in the date on which you are signing, thereby showing your acceptance.

***In the event that any signature is delivered by facsimile transmission, PDF, electronic signature or other similar electronic means, such signature shall be of the same force and effect as an original signature.***

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_