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AGREEMENT TO CO-MEDIATE

This is an agreement by the Parties to participate in a Co-Mediation involving _____ and _____. The Parties understand that Co-Mediation is a voluntary process, which may be terminated at any time.

The Parties and, if they desire, their representative and/ or Attorneys, are invited to attend a Co-Mediation session. No one else may attend without the permission of the Parties and the consent of the Co-Mediator(s).

The Parties agree that: 1) the Co-Mediation is voluntary, and either party may unilaterally choose to terminate the Co-Mediation at any time; the Parties themselves will make all of the decisions, and neither Co-Mediator can impose any decision upon them; each Party may elect not to agree to any portion or the entirety of the terms, and no agreement will become effective unless each Party has so assented and signed the written memorandum of agreement.

The Co-Mediator(s) will not function as the representative of either party. However, the Co-Mediator(s) may assist the Parties in understanding their rights and the terms of any proposed settlement agreement. Each Party acknowledges being advised of the Party's right to seek independent legal review prior to signing any settlement agreement, and that such review by an Attorney of the respective Party's choice is highly recommended.

The Parties acknowledge all discussions, representations and statements made at Co-Mediation shall be non-disclosable as settlement negotiations, and all statements by any person, Party, or representative of a Party, are protected by and subject to the exclusion provisions of the Massachusetts Rules of Evidence, the Federal Rules of Evidence and similar rules of exclusion recognized by any State in the United States.

The Parties each agree to fully disclose and document all of their respective financial income, assets, and any proprietary interests, and current and future liabilities to each other and to the Co-Mediators during the mediation.

The Parties agree that if either Party emails a Co-Mediator, that individual consents to either Co-Mediator replying to that email address, and by your initials affixed here, each

gives consent to the Co-Mediators initiating the sending of emails received and any replies made to the other Party and to any Co-Mediator. Each Party gives permission for the Co-Mediators and their support staff to send and receive electronic email messages and document attachments relating to the mediation process. Each Party understands and assents that the agreements the other Party and the Co-Mediators have with their Internet Service Providers and/or employer (for messages that are received at a place of business) may not ensure the confidentiality of such messages. The Parties agree that if either Party mails or delivers to a Mediator any document, that individual consents to the either Co-Mediator replying to that address, and by your initials affixed here, each gives consent to the Co-Mediators initiating the sending of copies of mail received and any replies made to the other Party and to any Co-Mediator. Each Party initial here and indicate the following email address(es) for these communications: Initial of wife _____, email address to use for wife _____; Initial of husband: _____, email address to use for husband _____.

The Parties acknowledge that all statements made by any person, Party, representative of a Party, or the Co-Mediator, relevant and material to the Co-Mediation process are absolutely privileged and shall not be alleged in any action for defamation.

The Parties acknowledge that the Co-Mediator(s) possesses the discretion to terminate the Co-Mediation at any time if an impasse occurs or the case is deemed inappropriate for Co-Mediation.

The Parties recognize that Co-Mediation is a confidential process and agree to abide by terms of the Confidentiality Agreement.

The Parties understand and agree that the Co-Mediators are to be paid a retainer of \$2,500 at least one (1) business day before the scheduled Co-Mediation, the respective proportionate contribution of the parties to be specified in advance, and that the Co-Mediators collectively charge \$250 per hour against the retainer and for any additional hours of service. Payment must be made by personal check or by money order to the Order of _____, and unless otherwise agreed no credit cards will be accepted. Billing for services rendered will be for mediation sessions, preparation, review, drafting of documents and emails, and all telephone calls (minimum charge six minutes), and billing will be in six (6) minute (i.e., one-tenth hour) increments for the time of the Co-Mediators jointly during sessions (or individually for one Co-Mediator if seen alone) and jointly or individually outside the Co-Mediation sessions. The Parties agree that they will provide at least 48 hours advance notice in case it is necessary to cancel an appointment, and the Parties agree to pay the fee for such session if the required minimum advance notice is not provided. If the retainer is exhausted, the parties agree to provide an additional retainer prior to scheduling further sessions or completing additional work for compensation. If any of the retainer remains unbilled it will be returned to the Parties in proportion to their prior specified contributions. Unless otherwise agreed to by the Parties in writing, for administrative purposes of the Co-Mediator(s), each Party is responsible for payment of one-half (1/2) of the total Co-

Mediation fee. However, nothing in this agreement prevents the Co-Mediator(s) from collecting the Co-Mediation fee in its entirety from the Parties jointly or severally.

Agreed this day _____ of _____, 200_.

Party

Party

Party's Representative (if applicable)

Party's Representative (if applicable)