



FAMILY LAW MEDIATION AND FEE CONTRACT

We wish to engage the services of a mediator from South Eastern Mediation and Arbitration, Inc. (hereinafter referred to as “SEMA”). We have read the mediation description by SEMA and are willing to make a good faith effort to reach an agreement. This mediation is voluntary and either of us may terminate the process at any time.

We agree to hire a Neutral of SEMA as a mediator at an hourly rate of \$300.00 plus costs with an initial payment of \$3,000.00, with additional payments as required. Legal Assistant’s time will be billed at \$125.00 per hour for preparation of documents. The initial payment is due prior to the commencement of the first mediation session. Unearned payments will be refunded. We agree to pay all resulting mediation fees and costs in the following manner: _____ % by _____ and _____ % by _____; due upon receipt of invoice.

We understand that the mediator shall not represent either or both of us as an attorney at any time in connection with this matter. During the mediation we agree to disclose and document fully **all** aspects of our financial situations and to participate fully in all efforts to arrive at a reasonable and fair settlement of the issues raised in this action. We understand we may consult our own respective attorneys and other advisors at any time.

We agree that all communications in mediation, including all notes, homework, draft agreements and other written material, are completely confidential, both by this agreement and by Section 23C of Chapter 233 of the Massachusetts General Laws. Thus we agree that neither of us will seek to obtain the testimony of the mediator or co-mediator or the disclosure of the mediators’ file in connection with any court proceedings. However, we each consent to the mediator contacting, responding and/or releasing information to our respective lawyers, counselors, accountants and/or other advisors, as we request.

We understand that the mediator is in charge of the mediation and that he/she will give each of us equal time as much as possible during the process, whether mediation sessions take place together or separately, and that he/she will not take sides other than to help guide us to a reasonable and realistic agreement. We also understand we are not required to agree to mediate any issue or to reach agreement on any issue.

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The parties' acknowledge that the panelist who participates in this mediation is not an employee of SEMA but is instead an independent subcontractor.

I have received an initial payment of \$_____ at \$300.00 per hour from _____ and _____ as a payment in accordance with the terms of the foregoing mediator and fee contract.

Date

SEMA

File No: _____