



AGREEMENT TO MEDIATE

This is a Mediation Agreement between _____ and _____ (“Party” / “Parties”) and PAMALA CAMPBELL of Renewed Hope (“Mediator”), to engage in mediation with the intent to reach a resolution to the disputed issues pertaining to:

- _____
- _____

The provisions of this agreement are as follows:

1. Objectives and Roles

The Parties have appointed PAMALA CAMPBELL, of Renewed Hope, as their Mediator to assist in their mediation negotiations. The Mediator's aim is to ensure that the Parties have an opportunity to express their perspectives, engage in problem-solving, and develop solutions that best meet their needs and interests. The mediation process is most effective when all Parties openly and honestly disclose any relevant information that might influence the mediation process.

The Mediator's role in the mediation process is to act as a neutral facilitator who ensures the interests of all Parties are considered and guides them towards a mutually agreeable resolution of the issues presented during the mediation process. The Mediator is not an attorney and will not provide any legal counsel or determine who is right or wrong.

Each Party agrees to engage in the mediation process respectfully, without unnecessary interruptions or objections, with the intention of resolving those issues subject to mediation. Each Party understands and acknowledges that participation in mediation is voluntary. Therefore, any Party has the right to withdraw from or suspend the mediation at any time for any reason.

2. Confidentiality

All written and oral communications, negotiations, and statements exchanged during the mediation process are to be treated as confidential and private. No party is allowed to disclose any statements made by other participants in the mediation, including the other party and the mediator, unless they have obtained express prior written consent from the individuals involved.

Likewise, the mediator is also prohibited from disclosing any information discussed during mediation without obtaining prior written consent from both parties unless required to do so by law. The mediator is not obligated to maintain confidentiality if a communication reveals an intention to commit a felony or cause harm to oneself, a child, or an elderly person.

Recording of any part or entirety of the mediation process is strictly prohibited without acquiring prior written consent from both parties involved as well as the mediator. The parties waive the right to call the mediator(s) or anyone associated with Point of Connection, LLC as witnesses, for legal or administrative proceedings, concerning this dispute.

3. Litigation

Both parties agree to not call the Mediator as a witness for any legal or administrative proceedings regarding the mediation or any matter discussed during the mediation process. They also waive their rights to subpoena or request any records, notes, or materials from the Mediator or anyone involved with Renewed Hope in relation to the mediation. If a party attempts to subpoena the Mediator, they will be responsible for reimbursing Renewed Hope for all mediator time at their hourly rate, attorney's fees, and any other related costs.

As a result, written discussions, oral communications, and any statements or items prepared during the mediation process are not admissible in court proceedings.

4. Fees

The cost of mediation is \$150 per hour/per party.

For in-person cases outside of El Paso County, mileage will be charged at the IRS-approved rate of 58 cents per mile.

I agree to pay the hourly rate for mediation which is \$150 per party. Remittance of payment is due before the session begins via Zelle, Venmo or ACH.

VENMO:

Pamala Campbell
@PamalaC



ZELLE:

pdsoup@gmail.com

If an appointment needs to be rescheduled, please notify PAMALA CAMPBELL of Renewed Hope at least 48 hours in advance.

I have read, understand, and agree to comply with all the provisions in this Agreement.

Signature of Party

Date

Signature of Party

Date

Signature of Mediator

Date