Office of Dispute Resolution
SEVENTH JUDICIAL ADMINISTRATIVE DISTRICT
P.O. BOX 963
CARTERSVILLE, GA 30120
www.7jad.com/adr

PHONE: (770) 387-4820

Guidelines for Mediation

Civil Action #:_____ County:_____

Style of Case: _____ vs _____

Mediation is a non-adversarial process that is most effective if the parties involved work within the following guidelines:

1. The parties understand that the purpose of the mediation is to attempt to find a mutually acceptable resolution of the dispute through cooperative attempts to solve the problems that presently separate them. To achieve a mutually acceptable resolution, the mediator, the parties and their counsel will work to ensure that each party understands the facts asserted and the contentions of all parties.

2. For mediation to be successful, open and honest communication, negotiations and statements are essential. By signing this agreement, the parties agree to make complete and accurate disclosure of all matters relevant to the process of settlement. This includes providing each party and the mediator with all relevant information that would be available in the discovery process in a legal proceeding. If a party deliberately withholds information or supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.

3. No on shall record any part of the mediation conference.

4. Information gathered in the mediation process is confidential and privileged. All such communications by the parties shall be treated as strictly confidential by the mediator and the parties. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure.

5. In order to maintain confidentiality, the parties, by this agreement, agree not to call the mediator or any member of the mediation staff or court designee to testify as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials in his/her/their possession developed for or in the course of this mediation. To the extent that the law permits such discovery from the mediator, the mediation staff or court designee, the parties hereby waive their rights thereto.

6. Nothing in this agreement shall be construed to prevent or excuse the mediator from reporting such crimes, imminent threats of bodily injury or abuse to a child or a party, or such other matters as to which the law imposes a duty to report.

7. It is expressly understood by the parties that the mediator does not offer legal advice in this mediation and is not functioning as an attorney whether or not the mediator is in fact an attorney.

In this mediation, the mediator's role is to aid the parties in seeking a fair agreement in accordance with their respective interests. The construction of a proposed agreement and any question of law should be referred by the parties to their own legal counsel. All parties are encouraged to have an independent attorney look over any completed agreements. A completed stipulation form will incorporate all issues agreed upon. The mediator is available to clarify the content of the stipulations to your attorneys, if necessary.

8. By signing this agreement, all parties acknowledge they are under court order from the _____ County Superior, State or Probate Court to mediate. All agree to participate, in good faith, in each scheduled mediation session. All parties agree to work toward resolution of the issues. Should it be impossible, however, to reach an agreement through mediation, I understand that my case will then proceed in a regular fashion through the court process.

9. If this is a domestic case, by signing this agreement, the parties acknowledge that they have completed the required screening for domestic violence.

10. I understand that payment of the mediator shall be at the time services are rendered at the rate of $_____ per hour.

I have read and understand the above guidelines for mediation. I understand that neither the mediator, mediation staff or court designee shall provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice. I further understand that by signing this agreement I am agreeing to mediate in good faith, and that I am under court order to do so. I am also agreeing that I will not subpoena the mediator, mediation staff, or court designee to testify in court in any subsequent court action. Likewise, I will not subpoena any documents from this mediation.

_____ _____
Signature Date

_____ _____
Counsel Date

_____ _____
Signature Date

_____ _____
Counsel Date

I, _____, an observer of this mediation, agree to the terms of confidentiality in this agreement.

_____ _____
Signature Date