

Case #:

Civil Action #:

Date:



## **Guidelines for Mediation**

Mediation is a non-adversarial process. Parties agree to work within the following guidelines:

1. By this agreement, Pamela Morse Garland is appointed as the Mediator for this negotiation. I understand that the Mediator is a neutral party in this negotiation, tasked with assisting parties in reaching a mutually agreeable, informed and consensual resolution in this dispute. The Mediator will not direct a resolution. The Mediator will remain impartial throughout the negotiation.
2. I understand that mediation is a confidential and privileged settlement negotiation conducted under the 1993 ADR rules approved and directed by the Supreme Court of Georgia.
3. For mediation to be successful, honest communication is essential. Parties agree to provide complete and accurate disclosure of all relevant materials. Full financial disclosure is required. Deliberate withholding of information or providing false information relevant to the settlement may result in a breach of the settlement.
4. All parties agree that the agreement/memorandum of understanding is only final and binding when it is fully written and signed by both parties.
5. I understand that the mediation services provided by Pamela Morse Garland do not include legal or financial advice. Parties must obtain legal counsel for the purpose of obtaining such advice.
6. I understand that Mediation is voluntary. Any party may withdraw from or stop mediation at any time, for any reason. Additionally, the Mediator may withdraw or stop the mediation if she feels that the mediation will lead to an unjust result; that an impasse has been reached; or that she can no longer perform her facilitative role.
7. I understand that the mediation negotiation is strictly confidential. No party may disclose any statements made by any participant in the mediation. The parties agree to not call the Mediator to testify concerning that mediation or to provide any

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materials from mediation in any court proceeding. The exceptions to maintain confidentiality are if the mediator 1) has reasonable suspicion of child abuse 2) reasonably believes a person may inflict harm to him/herself or others 3) a third party is in danger.

8. I will not hold Pamela Morse Garland Mediation or the Mediator liable for the results of the mediation. The agreements written are agreements solely of the parties of the mediation.
9. Parties acknowledge that payment shall be made to the mediator at the time services are rendered at a rate of \$100 per party, per hour (\$200/hour total).
10. Parties acknowledge that, by their participation, they affirm that they have the capacity to conduct good-faith negotiations and to make decisions for themselves.

By signing this agreement to mediate I agree that I will not violate confidentiality by using any type of recording device or digital camera.

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Complainant Signature and Date

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Respondent Signature and Date

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Complainant Print Name

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Respondent Print Name

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Complainant Representative

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Respondent Representative

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Complainant Representative Print Name

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Respondent Representative Print Name