



MEDIATION RULES

- 1. AGREEMENT TO MEDIATE**-The parties shall have these rules as part of their contract with Vusa Bentley. These rules apply from the time the mediation is initiated.
- 2. SCOPE OF MEDIATION**-The mediation process, unless otherwise stipulated, will be related to the settlement of conflicts, issues, and/or controversies on one or more matters relating to Family/Relationship Disputes (property division, maintenance disputes, and custody battles) Civil, Labor (liability and punitive and monetary damages) & Employment Law Disputes (based on race, color, religion, sex, sexual orientation, pregnancy, national origin, age, disability and retaliation), and Cultural or Religious Conflicts (miscommunications based on pre-conceived socio-cultural and political stereotypes).
- 3. COMPENSATION OF MEDIATOR**- Mediation will be compensated at an hourly rate that will be disclosed to the parties prior to the beginning of the first mediation session.
- 4. CONFIDENTIALITY OF MEDIATION**- In keeping with Minnesota Statute 158.619, Subdivision 5, Bentley Mediation & Drafting and the parties mutually agree with each other as follows:
 - A.** The parties shall not call the mediator as a witness in any litigation.
 - B.** The parties shall not require the production of any documents or records made by the mediator.
- 5. FULL DISCLOSURE**-Each party agrees to fully disclose in the presence of the other party all information and writings requested by the mediator and opposite party if the mediator finds that disclosure is appropriate to the mediation process and may aid in reaching a settlement. Mediators shall be impartial in their relationship to the parties.
- 6. PARTICIPATION OF CHILDREN AND OTHERS**- Children or other persons having a direct interest in the mediation may, with the consent of the parties and the mediator, participate in the mediation process.
- 7. SUMMARY OF SECCIONS/MEMORANDUM OF AGREEMENT**- Upon completion of each session the mediator prepare summary of agreements reached. Upon the conclusion of

109 JOHNSON STREET, MANKATO, MN 56001

TEL: (507) 519-0191

WWW.BENTLEYMD.US

VUSA@BENTLEYMD.US

the mediation process, the mediator will prepare a Memorandum of Agreement reflecting all agreements reached.

- 8. DETERMINATION OF IMPASSE-** Impasse is defined as a situation which results when the parties are unable to reach agreement. Impasse may be declared by either party or by the mediator at any time.
- 9. CANCELLATION OF APPOINTMENT-**Appointments cancelled or not kept with less than **24-hour notice** will be **charged at the full hourly rate**. Appointments cancelled with **24-48 hours** of the time and date will be **charged at one/half of the hourly rate** unless the time slot is filled by another client. There is no charge for appointments cancelled with more than **48-hour notice**.
- 10 . LEGAL REPRESENTATION-** The parties understand that the mediator does not represent either or both of the parties and does not provide legal advice. Effective legal representation is encouraged, and each party agrees to seek the advice of legal counsel for advice on legal questions.
- 11 . RESOLUTION OF DISPUTES-** The parties will attempt in good faith to negotiate a resolution of any controversy or claim arising out of this Agreement. If a future dispute arises between the parties, however, relating to the provisions of the mediation Agreement, and the parties are unable to negotiate a resolution between themselves within a period of seven business days, the parties agree to participate in a follow-up mediation session with Vusa Bentley or a neutral person not affiliated with either of the parties.

If the above rules meet with your approval, please sign and date!

Signature

Date

Signature

Date

Signature

Date

Signature

Date

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