

# **The Center for Legal Solutions, Inc.**

**A Non-Profit Organization Dedicated to Dispute Resolution**

## **INSTRUCTIONS FOR AGREEMENT TO MEDIATE/ARBITRATE**

Participants in mediation/arbitration sessions arranged by the Center for Legal Solutions, Inc. must complete an Agreement to Mediate/Arbitrate prior to the beginning of their mediation session. If parties have not completed an Agreement to Mediate/Arbitrate before their mediation session convenes, the parties will complete an Agreement to Mediate/Arbitrate at the beginning of their mediation session.

The Center for Legal Solutions, Inc.'s Agreement to Mediate/Arbitrate is not a substitute for mediation guidelines that mediation participants are required to complete as part of court-ordered mediation sessions. In court-ordered cases, the parties may be required to complete the Center for Legal Solutions, Inc.'s Agreement to Mediate/Arbitrate in addition to court-connected mediation guidelines.

**65 WHITLOCK AVENUE  
MARIETTA, GEORGIA 30064  
PHONE: 770-693-3470 / FAX: 770-419-4464  
WEB SITE: [WWW.CENTERFORLEGALSOLUTIONS.ORG](http://WWW.CENTERFORLEGALSOLUTIONS.ORG)**

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## **AGREEMENT TO MEDIATE/ARBITRATE**

The undersigned parties have agreed to resolve their dispute through mediation/arbitration with the Center for Legal Solutions, Inc. For good consideration by mutual promises, the undersigned parties understand and agree:

1. **MEDIATION PROCESS.** Mediation is a non-adversarial settlement negotiation that can only result in a resolution if all Parties voluntarily agree.

2. **GOOD FAITH.** By signing this agreement, all parties pledge to cooperate and participate in good faith in all mediation sessions and to use their best efforts to obtain a mutual agreement. All parties further pledge to cooperate and participate in good faith in all Arbitration proceedings.

3. **MEDIATOR'S ROLE.** The mediator will not act as a judge or attorney for any party and will not offer legal advice. The mediator shall be neutral and only act to facilitate a mutual agreement between the parties. The mediator's opinions, suggestions or advice, if any, shall not be binding on anyone. Neither the Center for Legal Solutions, Inc. or any of its mediators shall be liable to any party for any act or omission alleged in connection with any mediation conducted in accordance with this Agreement.

4. **CAUCUS.** Sometimes, the mediator may convene a caucus (private meeting) with each party and their counsel for clarification of issues. Information developed during the caucus may be confidential between such parties and the mediator, as indicated at the time. Such information will not be shared unless permission of that party is obtained.

5. **CONFIDENTIAL AND PRIVILEGED.** All that occurs during the mediation process shall be confidential and shall not be revealed in any subsequent legal proceedings or otherwise. All parties shall be bound by the confidentiality and privilege provisions of this Agreement despite terminating their participation in mediation. All parties will also continue to be bound by their agreement to pay for those services rendered up to the point of that party's withdrawal from mediation as per Cobb Mediation's Fee Policy. Facts, documents or other things otherwise admissible in evidence in any subsequent legal proceedings or otherwise will not be rendered inadmissible by reason of their use in mediation.

6. **ARBITRATION PROCESS.** Any issues that the parties do not resolve through mediation shall be submitted to binding Arbitration. Arbitration is an adversarial procedure resulting in an Award by the Arbitrator.

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7. ARBITER'S ROLE. The Arbitrator will act as a judge and will not offer legal advice. The Arbitrator will be neutral and impartial. The Arbitrator's opinions and Award SHALL be binding on all parties.

8. SCOPE OF ARBITRATION. The undersigned parties agree that all issues currently pending between them shall be submitted to arbitration. Any issue that may be asserted that the parties do not agree to submit to arbitrating must be specified:

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Should applicable domestic relations laws provide the parties the right to seek modification of the Arbitration Award, the undersigned parties [AGREE] [DO NOT AGREE] to arbitrate modification actions under these Rules.

9. SELECTION OF ARBITRATOR. The undersigned parties have selected \_\_\_\_\_ as their Arbitrator. In the event that the parties have not agreed upon an Arbitrator or their chosen Arbitrator is unable to serve, an Arbitrator shall be selected pursuant to the Rules.

10. HOLD HARMLESS. All parties agree not to institute any action based on the mediation or arbitration or to subpoena the mediator, the arbitrator or the Center for Legal Solutions, Inc. to testify or produce any records or do anything, at any future legal proceedings. If any party does so, they hereby agree to indemnify and hold the Center for Legal Solutions, Inc., the mediator and the arbitrator harmless for any liability, expense and cost, including attorney fees, incurred by the mediator, the arbitrator or the Center for Legal Solutions, Inc. as a result of such action.

11. GUIDELINES AND RULES. Cobb Mediation's Rules for Arbitration shall control this Arbitration. In cases involving minor children, Additional Rules for Domestic Relations Arbitration Proceedings Involving Children shall apply.

Should the parties elect to follow Additional Rules for Arbitration Proceedings Involving Complex Matters or Multiple Parties, they shall notify the Center for Legal Solutions, Inc. of such election in writing.

12. COSTS AND FEES. The fees for the mediation session are in accordance with the Cobb Mediation Fee Policy. All fees, expenses, costs and travel time will be split equally among all parties, unless otherwise agreed in writing. Payment is expected at the time services are rendered unless other arrangements are made in advance. Cobb Mediation's contract for services is with the attorney(s). We expect payment from the attorney regardless of client activity.

The fees and expenses for the Arbitration shall be in accordance with the Cobb Mediation's Rules for Arbitration. The Arbitration Award will not be published to any party until the Center for Legal Solutions, Inc. has received full payment for all invoices resulting from this case.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
For: _____	For: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
For: _____	For: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
For: _____	For: _____
Date: _____	Date: _____

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Date