

Asset Analysis, LLC

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AGREEMENT TO MEDIATE

The Parties, by their signatures below, agree to mediate in order to resolve issues of visitation and custody of their child(ren) and/or the division of property. Mediation services will be provided by Asset Analysis, LLC with Wayne A. Starr acting as mediator.

MEDIATION PROCESS

1. Mediation is a voluntary process by which a neutral mediator assists the parties in reaching a mutually acceptable agreement as to issues of a dispute.
2. The Mediator's responsibility is to remain impartial throughout the process, to be a facilitator of communication between the Parties, to assist in problem solving, and has no authority to decide or determine issues.
3. Legal Advice: The Mediator does not act as an attorney and will not give legal advice.
4. Both Parties will disclose all necessary information and produce all relevant documentation. The success of mediation rests on the willingness of each Party to come forth with all information. The final agreement reached through mediation should explicitly state that the agreement is contingent upon the full and truthful disclosure of the parties.
5. The Parties agree to suspend or postpone any litigation during mediation. If either or both Parties have retained lawyers before entering mediation, the attorney(s) need to be instructed not to proceed with the adversary process for the duration of the mediation.
6. During the mediation process the Parties agree not to transfer, encumber, conceal, or sell or in any other way dispose of any tangible or intangible property except as is necessary to the usual course of business or for the necessities of living. Unusual expenditures by either Party shall be disclosed to the other Party.
7. The mediation process is confidential between the Mediator and the Parties. The parties are requested not to discuss the mediation with third parties such as friends or relatives. The Parties are encouraged to consult with lawyers at any time. Parties will not request that the Mediator testify in any legal proceeding or that the mediator provide records for use outside of the mediation process.
8. Exception to Confidentiality: Both Kansas and Missouri law require the Mediator to report child abuse, the admission of a crime or the expressed intent to commit a crime.
9. At the end of the mediation process, the Mediator will prepare a proposed Memorandum of Understanding recording decisions, understanding, or agreements. Each Party will receive an original copy. The proposed agreement is not legally enforceable and is not binding. Both parties understand the mediation process can lead to settlement of issues, but is not a substitute for legal process and it may be necessary to appear in court. Neither party can be

legally obligated to a mediated agreement until agreement is formally signed or executed through legal process. No agreement will be signed in mediation.

10. The mediation process is voluntary. The Parties or the Mediator may terminate the mediation process at any time.
11. Nothing in this agreement and nothing in any statement to a Party may be construed as a promise or guarantee about the outcome of the mediation. The Parties understand there is no guarantee the mediation process will be successful in resolving their issues.

FEES AND BILLING PRACTICES

1. The Parties agree to pay the Mediator for all services rendered to the Parties in the Mediation Process at an hourly rate of \$125.00 per hour. Time is charged in minimum units of 1/10th of an hour. The parties will be charged for the time spent on telephone calls, correspondence, conferences, travel time, out of pocket costs, e-mail correspondence and any other activity relating to the Parties' matter.
2. The Parties agree to pay the Mediator and advance of fees of \$2,000.00. The hourly charges, costs and expenses incurred will be credited against the deposit. The Mediator will provide the Parties with itemized monthly billing statements. The Parties authorize the Mediator to use the sums deposited to pay the fees incurred.
3. The Parties acknowledge that the deposit is not an estimate of total fees and costs, but merely an advance deposit against anticipated fees for services to be provided. At such time as the initial deposit is reduced to \$500.00, the Parties will pay an additional \$1,000.00. Any funds on deposit with the Mediator at the conclusion or termination of the mediation which have not been earned will be refunded to the Parties within ten (10) business days of mediation conclusion.
4. If the deposit balance is \$0.00, Parties agree to pay any balance due upon receipt of invoice reflecting settlement agreement charges before agreement is delivered. Payments are non-refundable.

Party's Signature

Date

Party's Signature

Date

Mediator – Wayne A. Starr

Date