



Kathleen Moraska Ferri
ATTORNEY AT LAW, LLC

POST OFFICE BOX 31776 ~ CHARLESTON, SOUTH CAROLINA 29417
843.557.9775 ~ KMFERRI@FERRILAW.NET

AGREEMENT TO MEDIATE IN THE FAMILY COURT

By signing this document, the party hereby agrees that the pending family court action shall be submitted to mediation pursuant to the applicable rules, guidelines and Order of the Court having jurisdiction over this matter, and further agrees that:

1. All statements made during the course of this mediation are privileged, are without prejudice to any party's legal position, and are non-discoverable and inadmissible for any purpose in any legal proceeding.
2. The privileged character of any information is not altered by disclosure to the mediator. Disclosure of any records, reports, or other documents received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or testify in any proceeding about any records, reports, or other documents received or prepared by the mediator or information disclosed or representations made in the course of the mediation or otherwise communicated to the mediator in confidence.
3. Unless a document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to the mediation or copy thereof, is admissible in evidence, and the disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.
4. I understand that the mediator does not represent any party and does not provide legal or financial advice. Parties that are not represented understand that they are urged by the mediator to obtain legal and financial advice from the appropriate professional and the mediator is not responsible for failure to obtain such advice. I agree that the mediator shall have no liability for the outcome of the mediation process and that any agreements entered into by me are made wholly on a voluntary basis, free of any coercion on the part of the mediator.
5. The hourly fee for mediation is \$200.00. Unless prior arrangements have been made with the mediator, each party is responsible for one-half of the total charges. (For example, if the mediation session last four (4) hours, each party pays \$400.00.) I understand that payment in full is due and payable at the conclusion of the mediation session. Acceptable forms of payment are check or cash (debit/credit cards are not accepted).

Signature: _____ Date: _____