

# *mediation & more*

PO Box 1828, Kea'au, Hawai'i 96749  
MediationinHawaii.com

808-968-7168 & 640-1080  
clampton@hawaii.rr.com

## **Before We Begin . . .**

There are 3 agreements we need to make:

The **Participation Agreement** respects the mediation process;  
The **Confidentiality Agreement** protects the mediation process; and  
The **Payment Agreement** initiates our professional relationship

Please read, print and sign the three forms after this cover letter. You may enclose payment and mail it with the forms, or we can meet if you prefer.

If you are interested in some of our other services at Mediation&More, please contact Catherine directly for the amendments that apply.

We thank you for considering mediation as a resolution process. We wish you good luck and look forward to working with you,



Catherine Lampton  
Mediation&More Founder

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## MEDIATION PARTICIPATION AGREEMENT

I voluntarily agree to participate in good faith to resolve this issue. I understand that mediation is a dispute resolution process and that there is no guarantee an agreement will be reached. The mediators are neutral third parties who guide the process, not the content, of the mediation.

I agree to respect the ground rules of mediation:

1. One person speaks at a time, no interrupting
2. Civil language and conduct
3. Good faith participation, which includes keeping an open mind

I understand that *Mediation&More* mediators are not counselors, attorneys or advocates (except for children and elders) and will not give advice. I take full responsibility for my decisions.

Finally, I agree that the mediators reserve the right to terminate a mediation session when there is a threat of physical harm, abuse of confidentiality or a disregard of good faith effort by the participants.

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## MEDIATION CONFIDENTIALITY AGREEMENT AND WAIVER

The participants in the mediation, including mediators, parties, their attorneys and advocates, understand that confidentiality is essential to the mediation process. In order to protect confidentiality, the parties agree, subject to exceptions noted below, that they will not reveal to anyone, including a judge, administrative hearing officer, or arbitrator, any verbal communications or unsigned written statements, notes or proposals, made during the mediation.

The parties agree that they will not, at any time during or after the mediation, subpoena or call a mediator, or any employee or agent of a mediator of *Mediation&More*, to testify or provide documents or records concerning the mediation, in any legal or other proceedings involving the parties. Furthermore, no mediator is permitted to testify or speak about the mediation in any legal proceedings between the parties.

Any written agreement entered and signed by the parties during mediation may be presented in Court. Each party is personally responsible to verify the facts and/or consult their attorney before entering into any agreement during mediation. The failure of a party to verify facts and/or to consult their attorney will not affect the binding nature of the mediated agreement or the binding nature of this confidentiality agreement.

The parties understand and agree that a) reports of child abuse and b) threats of physical harm to any person are not covered by this confidentiality agreement. Mediators are required by law to report child abuse and threats of physical harm to the police or other appropriate authorities.

Lastly, the parties agree to waive and release any claims or causes of action, known or unknown, against Catherine Lampton, *Mediation&More*, its employees, agents and mediators, for any damages or injuries whatsoever, that any party may receive as a result of, or arising out of their participation in, any mediation and/or conflict resolution activities offered by *Mediation&More*.

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## PAYMENT AGREEMENT

I agree to pay *Mediation&More* \$75 per hour for all services rendered on my behalf. I understand that there is no guarantee an agreement will be reached. *Mediation&More* does promise a good faith effort to seek common ground among all willing parties. The average agreement success rate is 85%.

I understand intake interviews and communication between the sessions create the best opportunity for agreement. I authorize four hours, which usually includes the first mediation, and agree any future time will be negotiated in advance. If an agreement is reached or the mediation is terminated in under four hours, the unused balance will be refunded.

I agree to pay *Mediation&More* \$157 (two hours plus GE tax) to activate my half of this contract. Each party is responsible for their half of the payment unless otherwise agreed to in advance. **For everyone's protection, no mediation will occur beyond the intake interviews until this Payment Agreement with fee, the Confidentiality Agreement and Waiver, and the Participation Agreement are received from each party.**

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Print name

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Signature

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Date

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Mailing address

\_\_\_\_\_  
Zip

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Phone(s)

\_\_\_\_\_  
Email

PAYMENT OF \_\_\_\_\_ CASH CK# \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

*Your trust is the most important thing I will ever earn . . . Mahalo!*