BLUE RIDGE JUDICIAL CIRCUIT

CHEROKEE COUNTY JUSTICE CENTER 90 NORTH STREET, SUITE 250 CANTON, GA 30114
Phone: 770-501-8905 **adr@cherokeecountyga.gov**

_____

vs. Civil Action File No._____

_____

GUIDELINES FOR MEDIATION

Mediation is a non-adversarial process that is most effective if the parties involved work within the following guidelines:

1. Leave fault and blame aside. Accusations only hinder the process and are not relevant to the issues to be discussed in mediation. Mediation differs from litigation in that the parties, with the assistance of the mediator, reach their own agreement. The mediator will not make decisions for the parties. The mediator will lead the negotiations in assisting the parties to reach a decision that is acceptable to all.

2. Accept responsibility for yourself. State what you want and need. Include your intent, reasons and feelings. This helps facilitate the process.

3. The mediator is not acting in the capacity of an attorney and **does not offer legal advice**. All parties are encouraged to have independent legal counsel. Parties are also encouraged to have their attorney review any settlement prior to the acceptance of any agreement or the signing of any documents. An outline may be completed to incorporate all issues discussed/agreed upon during the mediation session. All parties are also responsible for having their own accountant or tax advisor look over tax ramifications of agreements reached.

4. There may be times when the mediator feels a "caucus" is needed. This is when the mediator will meet with each party separately for clarification of issues. The caucus is the only time during the mediation process that information could be confidential between the parties. Information will not be shared unless permission of that party is obtained.

5. During the process of a divorce mediation, by signing this agreement, each participant affirms that you will fully disclose all assets and liabilities. Should either party fail to do so, the other party could question the document's validity. You are further affirming that neither party will transfer or dispose of any real or personal property during the mediation process without the consent of the other party.

6. The use of any artificial intelligence is not permitted.

7. If this is a domestic case, by signing this agreement, each participant acknowledges that they have completed the required screening for domestic violence.

8. No one shall record any part of the mediation conference.

9. Information gathered in the mediation process is confidential and privileged, **except as it pertains to the guardian ad litem**. Neither the mediator nor any court designee shall willingly testify for or against either party involved should either party end the mediation process and litigate the matter in court. By signing this agreement, all parties acknowledge that they have been advised that they may not subpoena the mediator or any court designee to testify concerning this mediation in any subsequent court actions.

10. I understand that the confidentiality of the mediation process shall not excuse a mandated reporter's duty to report any abuse, acts of violence, or threats of violence revealed during said process. Mediators that are not mandated reporters may report the preceding at their discretion. **All parties also understand that recording of the mediation session is not permitted in any manner.**

11. By signing this agreement, all parties acknowledge they are under court order, from Cherokee County Superior Court, to mediate. All agree to participate, in good faith, in each scheduled mediation session. All parties agree to work towards resolution of the issues.

12. I understand that payment of the mediator shall be agreed upon at the mediation conference. The agreed upon fee for this mediation shall be _____ hourly or _____ daily.

Virtual Mediation Addendum

13. Information gathered in the virtual mediation process is confidential and privileged. All such communications by the parties shall be treated as strictly confidential by the mediator and the parties, including emails, chat, text messages, whiteboard notes, documents, phone calls and all other communications. The parties themselves will not, nor will they allow anyone else to record, video, stream, screen shot or download any part of the mediation session. The Mediator will delete and/or destroy all notes immediately after the mediation. Any documents emailed or shared electronically with the mediator will also be deleted at the conclusion of the session.

14. Parties also agree that they are in a private location with no eavesdroppers or third parties present whether in person, virtually, or by listening device. No person shall participate in the mediation process except the mediator, the parties and their attorneys (e.g. no non-party significant others, children, parents, grandparents, etc.) unless both parties and the mediator agree. Anyone authorized to participate in the mediation is required to sign this document.

I have read and understand the above guidelines for mediation. I understand that neither the mediator(s) nor court designee shall provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice. I further understand that, by signing this agreement, I agree to mediate in good faith, at the agreed-upon rate, and that I am under court order to do so. I have also been advised that I may not subpoena the mediator or any court designee to testify in court in any subsequent court action.

_____ (date)_____
Signature

_____ (date)_____
Signature

_____ (date)_____
Signature

_____ (date)_____
Signature

_____ (date)_____
Signature

_____ (date)_____
Signature

Mediator _____

SUBMIT FORM TO THE CHEROKEE ADR OFFICE

CONSENT AGREEMENT TO BE SUBMITTED WITHIN THREE (3) DAYS OF THE MEDIATION SESSION BEING COMPLETED