

**Moxie Incorporated:  
Center for Life Health, Ltd.**

3001 Hennepin Avenue South  
Suite 2170  
Minneapolis, MN 55408

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**AGREEMENT TO MEDIATE**

This agreement is made between the undersigned parties and Moxie Incorporated: Center for Life Health, Ltd.

1. Mediator. This mediation will be conducted by  
\_\_\_ Kirsten Lysne, Ph.D., L.P.  
\_\_\_ Peggy Cottrell, M.A., L.M.F.T.  
\_\_\_ Katherine (Kit) Thomas, Psy.D., L.P.  
\_\_\_ Michael Goldfarb, M.S.W., L.I.C.S.W.
2. Function of the Mediator. The parties understand that the mediator is a facilitator but has no power to render a decision. The mediator will not give legal advice.
3. Goal. The goal of mediation is a durable agreement. Accordingly, any agreement reached is subject to the parties keeping on the agreement, consulting with their respective attorneys, and changing their minds. No mediation agreement will be binding until memorialized into a formal agreement by their attorneys and signed by the parties and their attorneys.
4. Confidentiality. In order to make the mediation as risk-free as possible, the parties agree that nothing said or written in the mediation session may be used in court by one party against the other. Neither the mediator, nor records, nor documents related to the mediation may be subpoenaed in any future discovery or other legal proceeding relative to the issues considered during the process.
5. Exceptions to Confidentiality. Exceptions to confidentiality are as follows:
  - A. Where disclosure is required by statute (abuse or neglect of children or vulnerable adults and/or duty to warn obligations); or
  - B. Where disclosure is necessary to prove a claim of mediator misconduct; or
  - C. When mediation is pursuant to a court order, the mediator may disclose the following:
    - Whether the parties met with the mediator
    - Whether agreements were or were not reached
    - Whether future sessions are scheduled.
6. Fees. The mediator shall be compensated at the rate of \$250 per hour, **including time spent in telephone conferences with the mediator and/or the parties' attorneys, preparation for and time in mediation sessions, and the drafting of letters, e-mail communications, and agreements.** The parties understand that the mediator's fees are based strictly on time spent on this case, and that there is no correlation between fees and/or success/failure to reach agreement. Any time the parties decline to pay the mediator's fees, the mediator shall no longer be responsible for rendering services to the parties.

Fees will be paid at the time of session. The fees will be divided between the parties in the following manner:

Party: \_\_\_\_\_ Percentage: \_\_\_\_\_%  
\_\_\_\_\_ %

7. Cancellations. Appointments cancelled or not kept with **less than 24 hours notice** will be **charged at the full hourly rate**. Appointments cancelled **within 24-48 hours** of the time and date will be **charged at one/half of the hourly rate**. There is no charge for appointments cancelled with more than 48 hours notice.
8. Termination. Any party or the mediator may terminate the mediation at any time, either verbally or in writing.
9. Copy of Resume. The parties acknowledge receipt of a copy of the mediator's resume, in compliance with the Civil Mediation Act. (Available at first session or online)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Mediator Signature Date