

*Office of Dispute Resolution*

Conasauga Judicial Circuit

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**GUIDELINES FOR CIVIL CASE MEDIATION**

**CASE #:** \_\_\_\_\_ - CI - \_\_\_\_\_      **COUNTY (circle one):** Murray / Whitfield  
\_\_\_\_\_  
vs. \_\_\_\_\_

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

1. The parties understand that the purpose of the mediation is to attempt to find a mutually acceptable resolution of the dispute through cooperative attempts to solve the problems which presently separate them. To achieve a mutually acceptable resolution, the mediator, the parties and their counsel will work to ensure that each party understands the facts asserted and the contentions of all parties. Should it be impossible to reach an agreement through mediation, all understand that the case will then proceed in regular fashion through the court process.
2. For mediation to be successful, open and honest communication, negotiations and statements are essential. By signing this agreement, the parties agree to make complete and accurate disclosure of all matters relevant to the process of settlement. This includes providing each party and the mediator with all relevant information which would be available in the discovery process in a legal proceeding. If a party deliberately withholds information or supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.
3. Information gathered in the mediation process is confidential and privileged. All such communications by the parties shall be treated as strictly confidential by the mediator and the parties. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure.
4. In order to maintain confidentiality, the parties, by this agreement, agree not to call the mediator or any member of the Court Administrator's Office staff to testify as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials in his's/her's/their's possession developed for or in the course of this mediation. To the extent that the law permits such discovery from the mediator and the Court Administrator's Office staff, the parties waive their rights thereto.
5. Nothing in this agreement shall be construed to prevent or excuse the mediator from reporting such crimes, imminent threats of bodily injury or abuse to a child or a party, or such other matters as to which the law imposes a duty to report.

6. It is expressly understood by the parties that the mediator does not offer legal advice in this mediation and is not functioning as an attorney whether or not the mediator is in fact an attorney. In this mediation, the mediator's role is to aid the parties in seeking a fair agreement in accordance with their respective interests. The construction of a proposed agreement and any question of law should be referred by the parties to their own legal counsel. All parties are encouraged to have an independent attorney look over any completed agreements. A completed agreement form will incorporate all issues agreed upon. The mediator is available to clarify the content of the items of agreement to your attorney, if necessary.
7. By signing this agreement, all parties acknowledge they are under court order from the Superior Court of the county indicated above, to mediate. All agree to participate, in good faith, in each scheduled mediation session. All agree to work toward resolution of the issues.
8. I understand that according ADR rules I shall be responsible for all mediator fees for this and any subsequent mediation. I also understand that the referring judge may choose to not enter a final order in my case until such payments have been fully made, or other approved payment arrangements are in place.
9. Mediation sessions must be canceled forty-eight (48) hours in advance. If this is not done the parties may be charged up to the full cost of the canceled session.

I have read (or had read to me) and understand the above guidelines for mediation. I understand that neither the mediator nor Court Administrator's Office staff shall provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice if not already obtained. I further understand that by signing this agreement I am agreeing to mediate in good faith and that I am under court order to do so. I am also agreeing that I will not subpoena the mediator or Court Administrator's Office staff to testify in court in any subsequent court action. Likewise, I will not subpoena any documents resulting from this mediation.

\_\_\_\_\_  
Plaintiff's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plaintiff's Counsel (only if present)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant's Signature (only if present)

\_\_\_\_\_  
Date