

**Mediation Confidentiality and Payment Agreement**

**Mediation Confidentiality Act** We the undersigned parties and counsel of record (if applicable) expressly agree that any non-court ordered mediation is subject to the provisions of Florida Statutes 44.401 known as the Mediation Confidentiality and Privilege Act, and by participating in the Mediation Conference and any subsequent mediations. The act provides that all mediation communications shall be confidential, and a mediation participant shall not disclose a mediation communication to a person other than another mediation participant or participant’s legal counsel.

**Remedies for Violation of Confidentiality** A violation of confidentiality may be remedied by a civil action, which may subject the violator to equitable relief and compensatory damages, as well as attorney’s fees and costs. A copy of this Act will be made available upon request or can be found at [http://www.leg.state.fl.us/statutes/ Chapter 44](http://www.leg.state.fl.us/statutes/Chapter 44).

**Mediation Confidentiality.** We understand that mediation communications are confidential except where disclosure is required or permitted by law.<sup>1</sup>

**Mediation Fees** We understand that mediation fees are payable at the conclusion of each mediation session. All time spent by the mediator is billable at the mediator’s hourly rate. Fees are due and payable regardless of whether or not an agreement is reached at mediation. In the event the mediator is not paid, the mediator shall be entitled to attorney’s fees and costs to collect mediation fees.

**No Legal Representation.** Even though the mediator is an attorney, the mediator is not representing any party (person present at the mediation). An attorney normally gives legal advice, but a mediator is an impartial third party neutral and therefore will not give legal advice. There is no attorney- client relationship between the parties and the mediator.

**A party should consult with an attorney regarding any legal questions they may have and/or seek legal advice before any written agreement is signed because once both of the parties sign a mediation agreement it is binding.**

**By signing below, we consent to mediation conferences through Zoom or other video conferencing software.** We, the undersigned, read and signed this Mediation Confidentiality and Payment Agreement before we began our mediation conference, and we understand its terms.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mediator- John Sorkin

\_\_\_\_\_  
Date

<sup>1</sup> \_ Some examples where the mediation confidentiality privilege does not apply are unreported child abuse or neglect, unreported spousal abuse, unreported elder abuse, a criminal act committed during mediation, or the attempt to commit a criminal act during mediation or the threat to commit violence or a criminal act in the future.