



Marital Conflict Resolution Services Agreement

We, the undersigned parties, are presently experiencing discord in our marital relationship. We seek to use mediation to resolve our marital relationship discord, improve our marital and/or parenting relationship, and reduce the potential for further adverse impact from marital conflict. We hereby agree to participate in mediation conducted by Conflict Resolution & Conciliation Services (CR†CS).

We have been informed of Title 8.01 Chapter 21.2. Code of Virginia, which governs mediation, and sets out: definitions; standards, duties, and civil immunity of mediators; confidentiality of the mediation process and exceptions; effect of written agreements and grounds for vacating such agreements. We agree that these provisions apply to this mediation

We acknowledge and agree that:

1. One or more mediators will be nominated by CR†CS.
2. The mediators will endeavor to assist us in reaching a voluntary resolution of this discord through mediation. Their mediation style will be to facilitate effective communication between us, engender understanding between us, draw out the underlying reasons for the dispute by helping us get to the root of what drives our choices, seeking to dismantle any barriers to constructive change, and guide and encourage us toward resolution; foundational to their approach are biblical principles concerning individual responsibility for one’s role in a dispute, consideration of the interests of all impacted by the dispute, and the impact of relationship issues in the existence and resolution of the dispute. If we are unable to agree on a resolution, the mediators may, at their discretion, issue an advisory opinion, which shall not be legally binding. While we commit ourselves to negotiate fairly, honestly and equitably throughout the process, we understand that we may choose to withdraw from the mediation process at any time. The mediators may terminate the mediation if it becomes evident that there is a failure to participate in good faith on the part of either party.
3. We understand that neither CR†CS nor any mediators, regardless of training or expertise, will be expected to provide any of us with professional or technical advice, including, but not limited to, mental health or financial management services, which we could receive from an independent professional or technical specialist. Although we are not presently engaging in mediation to resolve a legal dispute, we understand that state law requires that any participant in mediation be advised of the following: mediators do not provide legal advice; any mediated agreement may affect the legal rights of the parties; each party may choose to consult independent legal counsel at any time and is encouraged to do so; and, each party to the mediation should have any draft agreement reviewed by independent counsel prior to signing an agreement.

A Nonprofit Program of Conflict Resolution & Conciliation Center, Inc.

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4. We agree to protect the confidentiality of this process. We acknowledge that the confidentiality provisions of Title 8.01 Chapter 21.2. Code of Virginia apply to the entire process. Furthermore, we agree that all communications made at a mediation session, or in connection with the mediation with each other, CR†CS, the mediators, or any other person, shall be confidential, inadmissible in a judicial or administrative proceeding, and not discoverable, except as provided in the applicable rules and provisions noted above. A written agreement of the parties resulting from the mediation will not be confidential unless the parties otherwise agree in writing.

5. We agree to instruct any attorney representing us that the attorney shall not, at any time (before, during, or after mediation of this dispute), call a representative of CR†CS or an appointed mediator as an adversarial witness in any legal or administrative proceeding concerning this dispute or the agreement which is produced as a result of this mediation. In the event CR†CS or an appointed mediator is involved in court proceedings related in any manner to this mediation, the parties seeking their involvement shall pay all expenses of CR†CS and the mediator associated with that involvement including the cost of legal representation.

6. We signed a fee agreement and agree to pay all fees and costs of the conciliation process in accordance with that agreement.

7. This agreement may be executed in counterparts (identical copies bearing one or more signatures), each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

We further agree that any dispute with CR†CS or a mediator arising out of or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation, a division of Peacemaker Ministries (complete text of rules available at www.hispeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. We understand that these methods shall be the sole remedy for any controversy or claim arising out of or related to this agreement and expressly waive our right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Signed _____ Date _____

Signed _____ Date _____

Accepted by _____ (CR†CS) Date _____