

**IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
REPORT OF THE MEDIATOR**

Case Number: _____

Case Name: _____

Mediator Name: _____

Mediation concluded by: _____

Date(s) of mediation session(s): _____

Number of sessions: _____ Time spent in mediation session(s): _____

FOR DOMESTIC CASES ONLY: Custody/Visitation Property/Financial CINA/TPR

ADR – Not Held in Person: One or More Parties Did Not Appear

Plaintiff Defendant

ADR – Held in person: Not Settled

ADR – Held in person: Not Settled; Parties Returning to ADR

ADR – Held in person: Partially Settled

ADR – Held in person: Settled / Full Agreement

ADR – Held Remotely: Not Settled

ADR – Held Remotely: Not Settled, Parties Returning to ADR

ADR – Held Remotely: Partially Settled

ADR – Held Remotely: Settled / Full Agreement

ADR – Not Held Remotely: One or More Parties Did Not Appear

Plaintiff Defendant

ADR NOT HELD – Settled prior to Mediation

ADR NOT HELD – Dismissed prior to Mediation

ADR NOT HELD – Stayed prior to Mediation

Signed: _____ Date: _____

(Mediator)

This Report shall be returned, upon completion of the final mediation session and/or not later than 7 days after expiration of the mediation deadline designated in the Order for Alternative Dispute Resolution, to:

Katherine Hager, Clerk, Circuit Court for Queen Anne's County
200 North Commerce Street
Centreville, Maryland 21617

Clerk's Office to distribute copy of this Report filed to the Court Administrator / ADR Coordinator

**IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
REPORT OF THE MEDIATOR**

AGREEMENT TO MEDIATE AND CONFIDENTIALITY

This is an AGREEMENT TO MEDIATE AND CONFIDENTIALITY between _____ and _____ who agree to the following conditions of the mediation.

1. **You understand that mediation is an informal, cooperative, voluntary process.** Your presence in mediation reflects your intention to work toward a resolution of this dispute, and you agree to give your mediation process a fair and reasonable opportunity to accomplish this goal. To this end, you agree to be truthful and candid in your statements during mediation and to conduct yourself in a manner that indicates a good-faith attempt to resolve your dispute.
2. **Your mediator is neutral** and will not assess blame or fault and will not evaluate the merits of any participant's views. You understand that your mediator will not provide any legal or other advice, and that your mediator cannot and will not impose any agreement upon you.
3. **Mediation is a confidential process.** You agree that any statement made by any participant or by the mediator during any mediation session outside or in preparation for mediation is confidential and will not be used outside of the mediation process except as may be required by law. Participants agree not to subpoena the mediator, or any documents prepared for mediation or the mediator's notes in any subsequent legal proceeding. Any settlement agreement reached by the participants in mediation expressly is NOT included in this agreement of confidentiality, and such an agreement may be divulged or subpoenaed in appropriate circumstances.
4. You agree not to be under the influence of alcohol or drugs, prescribed or otherwise, which may impair your ability to make decisions during the mediation sessions.
5. You agree to arrive at a scheduled mediation session time, and you agree to cancel a scheduled session only with at least 48 hours; notice. You understand that you will be assessed \$150.00 mediator costs for any session that you miss or that you cancel within 48 hours of the scheduled time.
6. Your mediator shall not be liable to the parties for acts or omissions relating to mediation.

Participant	Date	Counsel	Date
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Participant	Date	Counsel	Date
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Mediator	Date
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Mediator: Please retain this agreement in your records.