

7. That the Mediator shall not be liable to any party or person for any act or omission in connection with any mediation conducted under this Agreement.
8. That no party or other signatory to this Agreement will call or subpoena the Mediator to produce any notes or documents related to the mediation or to testify regarding any notes or documents or the Mediator's thoughts or impressions, in any civil action, arbitration or other legal or administrative proceedings of any kind whatsoever. If so called or subpoenaed by anyone, the Mediator will refuse to so testify and to produce such notes or documents. Should any party or other signatory to this Agreement attempt to compel such testimony or production, such party or signatory shall be liable for and shall indemnify the Mediator against any liabilities, costs or expenses, including reasonable attorney fees which the Mediator may incur in resisting such compulsion and shall pay the Mediator in addition her hourly rate then being charged for Family Court matters.
9. It is agreed and understood that no attorney-client relationship exists between the Mediator and the parties, and that the Mediator is not providing legal or financial advice. Parties not represented by counsel are urged to seek legal advice from an attorney and to obtain financial advice as needed from qualified professionals. The Parties agree that the mediator shall have no liability for any act or omission in connection with the mediation and release the mediator from any civil liability as a result of mediation.
10. It is agreed that where applicable, the Alternative Dispute Resolution Rules as adopted by the South Carolina Supreme Court in cases filed in this state shall apply to this process.
11. The Parties understand that the mediator charges \$200.00 an hour for mediation, including time spent reviewing documents, travel time, the preparation of a mediation memorandum, if requested, and actual time spent in mediation. The clients will be expected to equally share the fees unless arrangements are made in advance by the Parties that one will pay a disproportionate amount of the fee. At the conclusion of the mediation, a bill will be generated and unless otherwise agreed in writing, each party shall be required to pay his or her portion of the total at the conclusion of mediation.

12. In the event that any party fails to honor his or her financial obligations as set forth herein, the mediator reserves the right to seek compensation through the appropriate Court or look to such a party's lawyer as guarantee for his/her client's obligation on the outstanding balance.

Participant's Signature:

Date
