

Stuart Showalter  
Child Custody Advisor  
P.O. Box 374  
Lebanon, IN 46052-0374  
Stuart@StuartShowalter.com  
317.474.3143

### **Mediation Contract**

This agreement, between Stuart Showalter and \_\_\_\_\_, consisting of two pages, is for Mediation services as follows;

- ~ Intake survey and assessment from all parties
- ~ Mediation session conducted by Mr. Showalter
- ~ Mr. Showalter's appearance as a consultant at a mediation session conducted by another mediator

**Scope of Services:** Mediation sessions conducted by Mr. Showalter include an intake survey and assessment from all parties that are reviewed prior to the session to help the parties determine the contested issues. Mr. Showalter will attempt to facilitate resolution for the parties involved in child custody, child support, or parenting time disputes including assisting the parties in reducing their agreement to writing for submission to the court.

Mr. Showalter is also available to provide support to parties involved in mediation hosted by another mediator. His support can include providing information about child custody research findings, case law, the Indiana Parenting Time Guidelines, the opinions of judges and the current trends in child custody and support policy.

**Confidentiality:** Mr. Showalter will not disclose to any person or entity outside of the mediation session any information that he obtained exclusively from his participation or observation of the mediation session. A copy of his Privacy Policy has been provided to all parties and he shall be further bound by the limitations of that policy.

**Privacy:** Before signing this agreement I acknowledge and understand that I have been provided with a copy of Mr. Showalter's Privacy Policy and have signed the acknowledgment of receipt of that Privacy Policy. I further acknowledge and understand that that Privacy Policy constitutes the entirety of Mr. Showalter's Privacy Policy and that no other statement, written or verbal, direct or implied substitutes for or amends in any way that Privacy Policy.

**Neutrality:** Mr. Showalter will not appear at any mediation session in an advocacy position for any party. His objective it to assist the parties in coming to an agreement that first provides for an agreement that is the least disruptive to the child(ren). Additional considerations include the schedules of the parties, the parties resources and support networks. Further, Mr. Showalter will not appear as a witness for any party at any judicial proceeding between the parties following the mediation session.

Mr. Showalter's assistance is available to any party during the mediation session or following the session for the purpose of finalizing an agreement without consideration for who is paying his fees. Consultation may occur in person, through phone call or other electronic communication with the parties either collectively or individually. Information obtained during any ex parte communication will not be shared with any other party without the written consent of the party providing the information.

**Costs:** Mr Showalter's fee for mediation sessions conducted by him is \$200 for the first hour and \$100 for each additional hour. Mr Showalter's fee for mediation sessions conducted by another mediator is \$100 per hour. The party who has requested the presence of Mr. Showalter is contractually bound to and responsible for paying 100% of his fees. However, Mr. Showalter feels that all parties shall contribute towards the costs of his services to give each a feeling of investment in and a right to use his services. The level of financial contribution based upon his recommendation, if any, provided by each party will not affect the level of service that the parties receive. If the parties reach agreement on all issues during a mediation session conducted by Mr. Showalter he will refund the first \$200 of his fee which will be evenly distributed to all parties regardless of their contribution.

Travel Rate - Necessary travel for Mr. Showalter over 10 miles round trip from the Indiana State House is billed at \$1.20 per mile inclusive of time.

By signing this agreement, I, \_\_\_\_\_, acknowledge that I have been advised by and am aware that Stuart Showalter is not an attorney but may prepare an agreement for submission to the court but it is the responsibility of myself and all parties to have the agreement reviewed by counsel of their choice before signing.

I understand that neither Stuart Showalter, his associates, nor any other person can guarantee that I will achieve my goals and I acknowledge that no guarantees have been made to me. I further understand that Stuart Showalter or his associates may provide suggestions for settlement during the mediation session but that I am ultimately responsible for all actions that I take. I further agree to be bound by the conditions of this agreement and acknowledge that Stuart Showalter and his associates are not intended to replace or substitute for the services or advice of any field specific professionals such as attorneys, medical professionals or financial service providers.

By signing below I acknowledge that this document comprises our complete agreement and that no terms of this written agreement are subject to change by any verbal agreement.

_____	_____
Signature	Date
_____	_____
Name	Phone
_____	
e-mail	
_____	_____
Stuart Showalter	Date

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