**MEDIATED SETTLEMENT AGREEMENT - FAMILY**

1. Both parties, upon advice of legal counsel, (or if not represented, have waived their right to consult with an attorney), have agreed to waive the confidentiality of mediation solely for the purpose of enforcing the terms of this binding mediated settlement agreement. Both parties want this agreement to be binding and have signed this agreement (including the confidentiality waiver) to preclude either party from reneging or walking away from the mediated settlement agreement. The parties hereby ask the Court to specifically enforce this agreement. The parties acknowledge that they have been told that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) no agreement reached in this process is binding unless it is put in writing, states that it is binding, and is signed by the parties (and their attorneys, if they are represented) or put on the record and acknowledged under oath by the parties; (c) signing a mediated settlement agreement may adversely affect their legal rights; (d) they should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights; (e) in a family court matter, the agreement is subject to the approval of the court; and (f) the mediator must follow the Rule 114 Code of Ethics and is subject to the jurisdiction of the ADR Ethics Board. The parties further stipulate that they understand that the mediator has remained neutral and in fulfilling their request that the mediator memorialize the terms of their agreement, the mediator has acted as the scrivener and not as legal counsel.  The parties’ respective attorneys shall convert this agreement to the requisite format required by the Court. Any party who is self-represented hereby represents to the court that he or she understands he or she has a right to an attorney and he or she voluntarily waives his or her right to have an attorney with respect to this binding mediated settlement agreement. The parties agree that they and their lawyers (if represented) may sign this agreement electronically and they waive any right they may have to argue otherwise.
2. The terms of the settlement agreement dated \_\_\_\_\_\_\_\_ are as follows:

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, Party , Party

Email: Email:

**APPROVED AS TO FORM:**

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