



1226 22nd St. W. Saskatoon, SK S7M 0S7 • 306.260.9464 • angie@whitedovecounselling.ca
• www.whitedovecounselling.ca

Agreement to Mediate

Between:

And:

"The Parties"

And:

"The Mediator"

Because:

The Parties wish to settle matters in dispute between them without resorting to the adversarial process. Therefore, the Parties and their Mediator will attempt to resolve all issues fairly in mediation.

THE PARTIES HEREBY AGREE:

1. Process

The Mediator will act as an impartial facilitator to assist the parties in a negotiation aimed at the resolution of issues between them. All parties will work with the Mediator to isolate points of agreement and disagreement, to identify their interests, to explore alternative solutions and to consider compromises and accommodations.

In honouring the aforementioned process, the parties further agree to:



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- Show respect towards each other, as outlined by the Mediator and each party at an early phase of the process
- Communicate openly and honestly throughout the duration of the process
- Make an effort to understand the other party's interests and needs
- Disclose all relevant material and information that could assist in resolving the matters

2. Disclosure

For a mediation to be effective both parties must provide full and timely disclosure to the other and to the mediator of all information and documents relevant to the matters under discussion.

3. Voluntary and active participation

Both parties express their intention to participate in and complete the mediation in good faith. Either party may withdraw from the mediation process at any time. Likewise, the mediator may terminate the mediation should s/he deem it no longer safe for either participant to continue.

4. Confidentiality and inadmissibility

All discussions, written or oral, that take place during intake, caucus and mediation with the parties and their advisors, any draft resolutions and unsigned mediated agreements will be kept strictly confidential and are not admissible as evidence in any court proceedings ("without prejudice"). Only a mediated agreement signed by both parties may be admissible, upon mutual agreement, and upon the advice of the parties' legal professionals. The mediator may not be subpoenaed to testify or produce any records or notes from the course of the mediation. The mediator may communicate separately with an individual mediating party and such caucus will be kept confidential unless otherwise agreed by both mediating parties. The mediator may breach confidentiality if s/he suspects a party or another person may be at risk of physical harm. Per local guidelines, records will be stored for 7 years and destroyed thereafter.

5. Mediator Impartiality

The mediator will remain impartial throughout and after the mediation process and will not advocate for any rights of one party over the other. The mediator will not determine the outcome of the process and rather will guide the parties to a mutually satisfactory resolution.

6. Independent Legal Advice

The mediator does not act as legal counsel and is prohibited from offering legal advice. Both parties are encouraged to secure independent legal counsel before initiating, proceeding and settling the matters in mediation to ensure that legal rights and obligations and the consequences of any potential settlement are fully understood. At the request of either party, the mediator may, upon agreement by both parties, discuss the process with an attorney obtained by a party as individual counsel but negotiations must take



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place with the parties directly. The mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a party's request. Parties may have legal representation present at the mediation with the other party's agreement and consent.

7. Mediator Not Liable

Both parties understand and agree that the mediator shall not assume any liability for any losses, damages, claims or legal proceedings that may arise from the mediation process, the mediator's services or any agreement reached during mediation. Furthermore, the parties agree not to hold the mediator liable for any act of error or omission in relation to the mediation. By signing this agreement, the parties acknowledge that they are relinquishing any rights to do so.

8. Minister's List of recognized family mediators

The parties acknowledge that The Mediator is not listed as an approved family mediator per the Minister of Justice of the Government of Saskatchewan website, therefore The Mediator can not issue a certificate of participation that may be required to access Family Court. For further information on recognized family mediators or the requirements for family court proceedings, please visit: <https://www.saskatchewan.ca/residents/births-deaths-marriages-and-divorces/separation-or-divorce/early-family-dispute-resolution/family-mediation>

9. Mediation Fees

The Mediator's costs will include the Mediator's fees and any out-of-pocket expenses incurred for telephone calls, correspondence, etc. The mediator's fees will be calculated as follows:

- \$150.00/hour of mediation and pre-mediation interview (up to one hour in person, telephone or virtual);
- The above rate includes all administrative activities related to the above (i.e email communication, agreement to mediate, memorandum of understanding).

A deposit of \$225.00 (Two Hundred and Twenty Five dollars) will be required to secure a Three hour mediation to take place at a mutually convenient date. Payment of the deposit shall be made by credit/debit card or e-transfer. The deposit shall be refundable in the event of cancellation by both parties provided no less than 24 hours notice has been given. This deposit will be applied to the final bill and both parties will be responsible for the balance owing. If the deposit exceeds the amount otherwise charged for the actual time spent in mediation, the balance will be applied to prep time. If the amount of the outstanding balance still exceeds the final bill, a refund will be issued to the party or parties who paid the deposit, as identified below:



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The above fees will be split between both parties.

Outstanding fees are payable at the conclusion of the mediation, whether by voluntary termination or by reaching a settlement. Payment may be made via cash, cheque or e-transfer to:

angie@whitedovecounselling.ca. Any agreement report or other documentation, whether final or tentative, will not be released to the parties until balance owing has been paid in full.

By signing this agreement, you authorize White Dove Counselling and Mediation to charge the credit card number on file for balances unpaid after 30 (thirty) days. Should the credit card payment be declined, White Dove Counselling and Mediation reserves the right to retain a collection agency to help recover costs or pursue collections through provincial small claims court. **Please initial here** _____

PLEASE PROVIDE INSURANCE AND CREDIT CARD DETAILS BELOW:

Name of cardholder: _____

Credit Card Number: _____

Exp: _____ sec. code: _____

Member name: _____

Date of Birth: _____

Policy #: _____

Member ID: _____

Non-Insured Health Benefits (NIHB) Indigenous Services Canada:

Status/Treaty #: _____

Name: _____

Date of Birth: _____



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Mediation services rendered by a Registered Social Worker (RSW) fall under the scope of social work practice in Canada and will be billed as social work services. Social work services may be eligible for reimbursement through extended health benefits. Please check with your insurance provider for detailed information. For insurance claim purposes, my registration number with the Saskatchewan Association of Social Workers (SASW) is #5713.

The parties have read, understand and agree to the provisions of this agreement and agree to proceed with mediation.

Signed at Saskatoon, SK, this _____, 2026.

Client's name (printed)

Client's signature

Client's name (printed)

Client's signature

Angie Howlett, BA, BSW, RSW, Q.Med
Mediator's name and credentials

Mediator's signature