

PRELIMINARY QUESTIONS FOR MEDIATION ELIGIBILITY

Before booking a mediation session with Rincker Law, PLLC, we will have you sign a mediation agreement. In that agreement, we ask several questions to ensure eligibility for mediation with us.

Here are the questions in the agreement:

Prerequisite	You	Other Party
I am able to make decisions regarding mediation and this Matter freely.		
I can be truthful during the mediation process and provide full disclosure without being afraid or endangered.		
Even though this is a court-ordered mediation, I am aware that mediation is a voluntary process. I can withdraw from mediation at any time, even during a mediation session, without retribution from the other party.		
I understand that I have legal rights but I also understand that the other party has legal rights that may be different than my own.		
I understand that any mediated agreement or resulting MOU or settlement agreement must be agreed to voluntarily.		
I am not cognitively or emotionally impaired (e.g., suffering from severe depression) in any way that affects my ability to mediate.		
I do not lack capacity to make meaningful decisions because of drug or alcohol abuse.		
There is not an Emergency, Interim or plenary Order of Protection between myself and the other party.		
There is not any physical abuse between myself and the other party.		

If the answer to any of these questions are "NO" then please set-up a time to speak to Cari Rincker directly to ascertain edibility and appropriateness of mediation. She can be reached at cari@rinckerlaw.com.