

MEDIATION FAQ

Q: Is Mediation Legally Binding?

A: It can be. Mediation's goal is for the disputing parties to cooperatively reach a mutually satisfying agreement. It is an informal process used as an alternative to the legal system. At the end of mediation, the parties will have the opportunity to draw up a written, legally binding agreement if they wish to do so. Alternatively, the parties may ask the mediator to draw up a summary of agreement. The parties may then take the summary to an attorney for advice before signing.

Q: Will I Still Need a Lawyer if I Decide to Mediate?

A: An attorney is permissible during mediation, but is not necessary. Because the parties are working together to come to a mutual agreement, a legal representative is not required. There is no judge or jury to convince one party is to blame over the other. Further, mediation is not legally binding unless the parties each wish to make it so. Some people do prefer to either consult a lawyer prior to mediation or prior to signing any agreements reached through mediation. This is up to each individual disputant. Any attorney's fees associated with mediation must be paid by the party being advised.

Q: Who Pays for the Mediator?

A: Typically the cost of the mediator is split between the disputing parties.

Q: If I Mediate, May I Decide to Litigate Later?

A: Yes. If a mutually acceptable agreement is not reached during mediation, either party may elect to continue with the process either through arbitration or litigation.

**Written for Slusky Mediation in Omaha, Nebraska. Originally published online at <http://www.SluskyMediation.com>