



Facilitator Engagement Agreement

Introduction

This Facilitator Engagement Agreement ("Agreement") is made between the undersigned Parties and Kathleen Lopilato of LopilatoLaw PLLC, who will serve as the Collaborative Facilitator ("Facilitator").

Premises

- The Parties acknowledge a dispute has arisen regarding _____.
- The Parties agree to resolve this dispute, as well as any related or potential claims, through interest-based negotiation guided by this Agreement.
- Kathleen Lopilato is appointed to assist the Parties in identifying concerns, goals, and interests; gathering and analyzing relevant information; generating options; and striving to reach a mutually agreeable solution.

Essential Elements of Interest-Based Negotiations

- Clearly identifying each participant's objectives, issues, and interests.
- Exchanging all relevant information transparently.
- Ensuring equal decision-making authority for all Parties.
- Maintaining strict confidentiality throughout the process.
- Conducting negotiations with honesty and integrity.

Communications

- Negotiations will be conducted in good faith, typically in direct face-to-face meetings.
- Sessions will include the Parties and any mutually agreed participants.
- Discussions will focus on all Parties' interests and developing constructive options for resolution.
- Any Party may request to end a conference at any time, and such requests will be honored promptly.



Understandings

- The Facilitator acts as a neutral party, not as legal counsel, and does not provide legal advice to any Party.
- There is no guarantee that the negotiations will resolve the dispute.
- Each Party is responsible for representing their own interests while respecting others' interests.
- All Parties will make their best efforts to develop options that address everyone's interests, recognizing that compromise may be necessary.
- Participation is voluntary.

Full Disclosure of Information and Documents

- The Parties agree to fully and honestly exchange all relevant information, documents, and tangible items necessary to resolve the dispute.
- Any significant change in information will be communicated promptly, and complete, timely responses to requests will be provided.
- No Party will exploit known mistakes, errors, or inconsistencies; issues

discovered will be identified and corrected.

Confidentiality

- All communications related to the dispute are confidential, whether oral or written, and apply to all participants.
- Communications and conduct during negotiations are considered compromise and settlement negotiations under applicable rules, unless otherwise explicitly agreed in writing. Such materials are only admissible in adversarial proceedings if they would otherwise be so, independent of the process.
- This does not limit the admissibility of a written agreement signed by all Parties and their counsel that resolves part or all of the dispute.

Withdrawal from Negotiations

- Any Party may withdraw at any time by notifying the Facilitator and other Parties.
- If more than two Parties are involved, those remaining may choose to continue negotiations without the withdrawing individual.



Facilitator's Fees and Expenses

- The Facilitator's services are billable regardless of the resolution outcome.
- Hourly rates for in-person meetings and out-of-session work are specified: \$____ per hour for meetings and \$____ per hour for other work.
- An itemized invoice will be provided at the start of each month for prior services, and payments are due within ten (10) days of the invoice date.

Name:

Address:

Title:

Date:

Signature:

Name:

Address:

Title:

Date:

Signature:

Name:

Address:

Title:

Date:

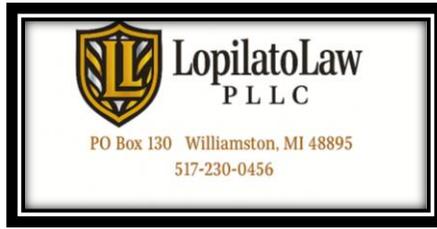
Miscellaneous

- Any signed agreement, partial or complete, may be filed as a Settlement Agreement with the court as permitted, retroactive to the effective date, and may be incorporated into a court order.
- The Parties confirm they have read and agree to comply with the Agreement, committing to honor its terms in both letter and spirit.

Signatures

Signed on this _____ day of

_____.



Signature:
