YANUSH + ABUSOW LLP
FAMILY LAW

Family Law Mediation Proceedings

Between:

<< MATTER.CLIENT.NAME >>

And:

<< MATTER.RELATIONSHIPS.P2.NAME >>

And:

Sierra Yanush

Mediation Agreement

Introduction

A. Mediation is a confidential, private process in which an impartial person, a mediator, facilitates communication between the people involved in a legal dispute and attempts to promote mutual understanding, reconciliation and a settlement of the dispute.

B. The Mediator does not offer legal advice, nor does she provide legal counsel. Each party is advised to retain his or her own counsel in order to be properly counselled about his or her legal interests, rights and obligations.

C. The parties to this agreement, and the mediation process it describes, have the primary responsibility for resolving their dispute.

D. Mediators, including the mediator for the dispute that is the subject of this agreement, cannot guarantee that mediation will result in the resolution of a dispute.

E. The parties to this agreement, their lawyers and the mediator for the dispute that is the subject of this agreement intend to participate in the mediation process honestly, cooperatively and in good faith, and make their best efforts to resolve this dispute fairly.

In consideration of Sierra Yanush providing mediation services in this dispute, << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> understand, acknowledge, and agree to the following terms.

Agreement to Mediate

1. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> wish to resolve certain legal issues arising from the change in their relationship without resorting to or continuing any litigation.

2. This agreement is a mediation agreement. It is effective when this agreement has been signed by all parties and their counsel (if any).

3. The mediator for this mediation is Sierra Yanush, of Yanush + Abusow LLP, referred to in this agreement as the Mediator.

4. The Certificates of Independent Legal Advice (if any) attached to this agreement are a part of this agreement.

5. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> expect that this mediation may be conducted partially or wholly by teleconference or videoconference. Accordingly, in this agreement, words like “conference”, “meeting”, and “hearing” include conferences, meetings, and hearings held by teleconference and by videoconference, and the parties agree that nothing in this agreement requires any of the Mediator, the parties, or their lawyers to be physically present in the same room at the same time.

6. This agreement may be signed in counterparts.

Duties of Mediator

7. The Mediator will:

a) remain independent and impartial in all contacts with << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> and their lawyers (if any);

b) treat << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> fairly and equally; and,

c) not advance the interests of one party over those of the other.

8. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> understand and agree that while the Mediator is a lawyer, she is not acting as legal counsel for either party and is not providing legal advice to either party.

Issues to be resolved

9. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> agree to submit the following legal issues to mediation:

☐ guardianship of children;
☐ decision-making in respect of children;
☐ parenting time or contact with children;
☐ the payment of child support, including the payment of children's special or extraordinary expenses, in the past, present or future;
☐ the payment of spousal support, in the past, present or future;
☐ division of property, including real property and personal property;
☐ occupation and use of the family home, and use of the personal property in the family home;
☐ allocation of responsibility for debt;
☐ costs before the date this agreement is signed;
☐ costs after the date this agreement is signed; and,
☐ other issues, identified in the list attached to this agreement.

10. If one of the issues in the mediation concerns, or is likely to concern, the guardianship of and parenting arrangements for a child, << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> agree that neither will make any change to the residence, living arrangements or the lifestyle of that child pending the outcome of the mediation without first securing the written consent of the other party and advising the Mediator of the details of the change.

Assessment

11. Before the commencement of the mediation, the Mediator may

    a) meet separately with either or both of << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >>; or

    b) refer either or both of << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> to an independent service to assess for power imbalances and the risk or presence of family violence if either party is not represented by a lawyer, or if the parties' lawyers have not assessed for power imbalances and the risk or presence of family violence.

12. The information obtained during the assessment process, including any notes and records made by or for the Mediator, is confidential and will not be disclosed to anyone for any purpose, except as may be required by law or by court order.

13. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> consent to the assessment process and will not raise the assessment process as a procedural issue in any future court proceedings, including an application to cancel, stay or set aside any settlement reached as a result of this mediation.

No service of court documents

14. No party may serve court documents on any person entering, attending or leaving the mediation at or near the place of the mediation.

Confidentiality

15. The mediation proceeding governed by this agreement is confidential and private, except to the extent necessary to implement or enforce any settlement reached as a result of this mediation.

16. No one other than the parties and their lawyers may attend the mediation meeting except with the agreement of both parties and the consent of the Mediator.

17. The Mediator, the parties and their lawyers will take such steps as may be necessary to ensure that, except with the agreement of all parties and the consent of the Mediator, no other person is

    a) Present in the same room as themselves during the mediation meeting; or

    b) Able to see, hear or otherwise observe any part of the mediation meeting by any means, including electronic means.

18. Unless required by law or by court order, the parties, the parties' lawyers and the Mediator will not disclose any documents or information about:

    a) the mediation and the information, documents and other material provided in the course of the mediation; or,

    b) the results of the assessment process and the nature of any accommodations or adaptations of the mediation process made in consequence of those results.

19. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> acknowledge that the Mediator may be required to disclose information obtained during the mediation where the Mediator believes that:

    a) a child is suffering or at risk of harm, under the *Child, Youth and Family Enhancement Act* of Alberta; or

    b) there is an imminent risk of death or serious physical or psychological harm to an identifiable person or group and the disclosure is necessary to prevent such death or harm.

No recording without disclosure and consent

20. The mediation proceeding governed by this agreement is confidential and private, except to the extent necessary to implement or enforce any settlement reached as a result of this mediation.

21. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> agree that they will not record, share or distribute any part of the mediation meeting and, specifically, that:

a) they will not capture, mirror or otherwise save their computer screens or their computer's video output during the mediation meeting;

b) they will not capture, tape or otherwise save their computer's audio output during the mediation meeting; and,

c) they will not stream, broadcast, retransmit, post or otherwise distribute any portion of the mediation meeting, including on social media.

22. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> agree that they will not make any audio or visual recordings of their conversations and other interactions with each other, unless they have first:

    a) disclosed their intention to record a meeting, conversation or other interaction; and,

    b) obtained the express consent of the other party or parties to the recording of the meeting, conversation or other interaction.

File Storage

23. The Mediator uses cloud-based services to store and manage client information and documents. The Mediator uses best efforts to select service providers that store data on servers located in Canada. However, she cannot guarantee that all servers used by our service providers are located in Canada.

24. The parties acknowledge that a service provider may store your information and documents on servers outside Canada. Information stored outside Canada may be subject to the laws of the country where it is stored. By signing this agreement, the parties acknowledge and consent to the Mediator's use of cloud-based services on this basis.

Mediation process

25. In order to attempt to resolve the legal issues between the parties to this dispute, the Mediator will attempt to isolate points of agreement and disagreement, explore alternative solutions and identify potential accommodations and areas of compromise.

26. The Mediator may convene separate conferences with each party before the mediation meeting to:

    a) obtain background information about the parties, the parties' relationship, the parties' children and events since the change in the parties' relationship;

    b) identify or clarify the legal issues to be resolved through mediation;

    c) identify any documents that should be produced by and exchanged between the parties before the mediation meeting;

    d) establish a timetable for any steps to be taken prior to the mediation meeting;

    e) determine whether the mediation meeting will be held in person, by teleconference, by videoconference or by other means;

    f) determine any physical arrangements necessary for the attendance of the parties at the mediation meeting; and,

    g) address any concerns arising out of the assessment process.

27. The mediation meeting will involve the parties in joint session with the Mediator, although separate conferences may be held between the Mediator and a party during the mediation meeting, at the discretion of the Mediator or a party.

28. The Mediator will not disclose any information provided by a party in a separate conference between that party and the Mediator, including at the conferences held before the mediation meeting, unless the party or the party's lawyer specifically instructs the Mediator to disclose that information.

29. The parties agree that the Mediator may communicate with their lawyers (if any) throughout the mediation process and after a settlement has been reached.

End of mediation meeting

30. The mediation meeting will end when:

a) the parties have settled the legal issues and the Mediator has prepared an oral or written summary of the terms of the settlement; or,

b) one or both of the parties or the Mediator declares that all or some of the legal issues cannot or are not likely to be resolved by continued mediation.

31. The Mediator may reopen the mediation meeting with the consent of all parties.

Evidence of Mediator

32. Because mediation is a confidential, private process aimed at resolving disputes outside of court, << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> agree that:

a) all communications between the parties, the Mediator and Yanush + Abusow LLP are made on a without prejudice basis, are privileged and may not be disclosed whether or not the communication contains an offer to settle or compromise a party's position;

b) neither will ask or require the Mediator to provide information, give evidence, or produce documents in any arbitration or litigation between the parties concerning the communications, discussions and content of this mediation; and,

c) any documents or information retained by the Mediator or Yanush + Abusow LLP will not be subpoenaed by the parties or their lawyers.

33. The parties acknowledge that the Mediator may, in certain circumstances, be compelled by a party to testify in arbitration or litigation proceedings despite the other terms of this agreement. The parties acknowledge that calling the Mediator as a witness in such circumstances is a breach of their obligations under this Mediation Agreement and that a party who calls the Mediator as a witness will:

a) immediately pay the Mediator the sum of $5,000 as liquidated damages for breach of contract; and,

b) pay to the Mediator the sum of $495 per hour, plus GST, for all time spent by the Mediator in consequence of being called as a witness, including time spent reviewing

documents and preparing to give evidence, whether or not the Mediator actually testifies in the arbitration or litigation proceeding.

Appointment, retainer and fees of Mediator

34. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> jointly appoint and retain the Mediator.

35. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> agree that the Mediator will be paid $340 per hour, plus GST, for all work performed by the Mediator including conferences, hearings, telephone calls, correspondence, drafting documents, reviewing documents, and any other work reasonably necessary to conduct the mediation.

    a. If the hourly rate of the Mediator changes you will be provided thirty (30) days written notice before such change takes effect.

36. The Mediator's fees shall be paid:

    ☐ equally by the parties;

    ☐ ____% by << MATTER.CLIENT.NAME >> and ____% by << MATTER.RELATIONSHIPS.P2.NAME >>;

    ☐ by << MATTER.CLIENT.NAME >>/<< MATTER.RELATIONSHIPS.P2.NAME >> in the first instance, with the other party's 50% share to be credited to the paying party in the final determination of property or support.

    The final determination of the division of Mediation fees is subject to any Costs Order or Award from a Court of competent jurisdiction or Arbitrator.

37. You have authorized the Mediator to charge an administration fee (FAF) of 5% of the combined total of mediation/arbitration fees, separately billed disbursements and any file-opening fee on each invoice, before the FAF and GST are added. The FAF covers routine administrative expenses, including long-distance telephone charges, photocopying, postage, faxing, Court runner charges, file retrieval, courier services costing $50.00 or less per delivery, credit-card processing costs, legal research, and routine software and technology costs. These expenses will not be charged separately.

38. For new clients, the Mediator charges a one-time file-opening fee of $75.00. If this matter resolves at the first mediation session, you will not be charged the file opening fee.

39. Yanush + Abusow LLP accepts payment via credit or debit card through “Clio”, our client relationship management (CRM) software, or by cheque, bank draft, or e-transfer to info@yalawyers.com.

40. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> also agree that Yanush + Abusow LLP will be reimbursed for all necessary expenses incurred by the Mediator in connection with the mediation.

41. Fees and expenses will be charged by the Mediator when a conference or meeting is cancelled by one or both parties on the following basis.

    a) if notice of the cancellation is received by the Mediator at least 48 hours before the start of the conference or meeting, the parties will be charged for the Mediator’s time spent preparing for the conference or meeting to the point when notice is received at the Mediator’s ordinary hourly rate plus GST, and will be required to pay any nonrefundable expenses incurred by the Mediator or by Yanush + Abusow LLP for the purposes of the conference or meeting;

    b) if notice of the cancellation is received by the Mediator less than 48 hours before the start of the conference or meeting, the parties will be charged for the time reserved by the Mediator for the conference or meeting at one-half the Mediator’s ordinary hourly rate plus GST as well as the Mediator’s time spent preparing for the conference or meeting to point when notice is received at the Mediator’s ordinary hourly rate plus GST, and will be required to pay any nonrefundable expenses incurred by the Mediator or by Yanush + Abusow LLP for the purposes of the conference or meeting.

42. Payment for the Mediator’s fees and any expenses incurred by the Mediator or by Yanush + Abusow LLP is due when the account is rendered, whether or not settlement has been reached on any of the legal issues in the dispute.

43. In the event that one of the parties fails or refuses to pay their share of the Mediator’s account, the Mediator may accept payment of the defaulting party’s share from the other party, and that party may take such steps as may be necessary to be compensated for

the payment by the defaulting party, including by seeking orders for costs and pre and post-judgment interest.

OTHER RETAINERS

44. The parties acknowledge that in the resolution of family law disputes, it is common practice to select a mediator or arbitrator from a small, specialized group of individuals. The parties agree that if the Mediator was previously or is currently retained by one or both of their counsel to mediate or arbitrate other matters, or if the Mediator is retained by one or both of their counsel to mediate or arbitrate one or more new matters while this matter is ongoing (collectively, "Other Retainers"), any such Other Retainers:

    a) Do not give rise to a reasonable apprehension of bias; and

    b) Do not raise any doubt as to the Mediator's impartiality or independence.

Waiver of liability

45. << MATTER.CLIENT.NAME >> and << MATTER.RELATIONSHIPS.P2.NAME >> waive any claim or right of action they may have against Sierra Yanush arising out of this mediation.

Effect of agreement on counsel

46. The lawyers (if any) for each party, as undersigned, are bound by the terms of this agreement.

Signed on _____ 2026, at the City or Town of _____, in the Province of Alberta.

<< MATTER.CLIENT.NAME >>	**<< Matter.Relationships.Cp1.Prefix >> << Matter.Relationships.Cp1.FirstName >> << Matter.Relationships.Cp1.MiddleName >> << Matter.Relationships.Cp1.LastName**

>><< Matter.Relationships.Cp1.Suffix >>

Counsel for << MATTER.CLIENT.NAME >>

Signed on _____ 2026, at the City or Town of _____, in the Province of Alberta.

<< MATTER.RELATIONSHIPS.P2.NAME >>

<< Matter.Relationships.Cp2.Prefix >> << Matter.Relationships.Cp2.FirstName >> << Matter.Relationships.Cp2.MiddleName >> << Matter.Relationships.Cp2.LastName >><< Matter.Relationships.Cp2.Suffix >>

Counsel for << MATTER.RELATIONSHIPS.P2.NAME >>

Yanush + Abusow LLP

SIERRA YANUSH
Family Law Mediator