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## MEDIATED SETTLEMENT AGREEMENT

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### Binding, Irrevocable, Mediated Settlement Agreement

#### THIS AGREEMENT IS NOT SUBJECT TO REVOCATION

The Agreement which follows is the Agreement of the parties and **CANNOT be changed or revoked** except by the written agreement of all of the parties.

On \_\_\_\_\_, the parties in the above-referenced case reached an agreement. All material terms of the agreement are written in this document. This Agreement is enforceable as a Contract. Further, this Agreement shall be filed in the office of the Court Clerk as a Rule 11 Agreement under the Texas Rules of Civil Procedure. Each signatory to this settlement acknowledges that he or she has entered into same freely and without duress after having consulted with an attorney and any other professionals of his or her choice. Each party has been advised by the Mediator that the Mediator is not the attorney for any party, and that the mediator's comments were not intended as and should not be accepted as legal advice.

This agreement **CANNOT BE REVOKED** and is:

\_\_\_ A full and complete settlement agreement

\_\_\_ A partial Settlement with issues reserved for trial

\_\_\_ A temporary settlement with all issues reserved except as stated herein.

1. The parties understand and agree that this settlement agreement, however skeletal, is admissible, enforceable and subject to disclosure for the purposes of its enforcement. This agreement shall be binding and final whether or not a further formal agreement is executed. This Agreement is immediately binding upon, and shall inure to the benefit of, the named parties and their heirs, successors or assigns.
2. This agreement is made and performable in \_\_\_\_\_ County, Texas and shall be construed in accordance with the laws of the State of Texas.
3. **Except as expressly modified herein, the current orders affecting the parent-child relationship shall remain unchanged.**
4. The parties hereto agree that this Agreement settles all claims and controversies between them, asserted or that could have been asserted in this case.
5. Conservatorship and support issues are settled as set forth in Schedule "A" attached.
6. Additional terms:

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a.

7. The above styled and numbered case shall be resolved by:

\_\_\_\_ an agreed Order Modifying Parent-Child Relationship providing as set forth above and in any attachments hereto; OR

\_\_\_\_ an agreed Temporary Order.

8. The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case, except any express executory provisions set forth herein.

9. Each signatory, hereto warrants and represents:

a. he or she has the authority to execute this document and all documents in connection with the resolution of this lawsuit.

b. the claims, suits, rights, and interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrance.

10. Each party expressly warrants and represents that

a. no promise, inducement, pledge, or agreement which is not herein expressed has been made to the party in executing this Agreement, and that the party has not relied upon any statement or representation, oral or written, of any other party or anyone acting on behalf of another party, and that party is hereby specifically waiving any claims of fraudulent-inducement or of reliance; and

b. the Mediator has given no legal advice to the party.

11. All signatories to this Settlement Agreement hereby release the Mediator from any and all responsibility arising from the drafting of this Settlement Agreement, and by signing this Settlement Agreement acknowledge that they have been advised by the Mediator in writing that this Settlement Agreement should be independently reviewed by counsel before executing the Agreement, and, in accordance with Section 154.073 of the Civil Practice and Remedies Code, that the mediator shall not be called as a witness in the event of any dispute over this Settlement Agreement.

12. Counsel for \_\_\_\_ Petitioner \_\_\_\_ Respondent shall deliver drafts of any further settlement documents to counsel for each other party by \_\_\_\_\_. The parties and their counsel agree to cooperate with each other in the drafting and execution of such additional

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documents as are reasonably requested or required to implement the terms and spirit of this agreement.

13. The provisions of this agreement are intended to be incorporated into a final order or judgment subject to the approval of the court.
14. The parties agree to appear in court at the first available date to present evidence and secure entry of an Order in accordance with this Mediated Settlement Agreement.
15. Not as a condition of the settlement, but as an additional obligation of the parties, in the event that a dispute arises regarding the interpretation or performances of this agreement or any of its provisions, the parties agree to attempt to resolve same by phone conference with the mediator who facilitated this settlement. If the parties cannot resolve their differences by phone conference, then each agrees to submit all (a) drafting disputes, (b) issues regarding the interpretation of this Mediated Settlement Agreement, and (c) issues regarding the intent of the parties as reflected in this Mediated Settlement Agreement to the Mediator, Guilford "Gil" Jones, as an arbitrator whose decision on such matters shall be binding on the parties, to include a decision on the assessment of attorney's fees and arbitration costs incurred as a result of the arbitration. Any disputes regarding drafting shall be resolved whenever possible by reference to the most current *Texas Family Law Practice Manual*.
16. The parties shall keep the substance of the mediation proceeding confidential except as necessary to enforce its terms. No party shall disclose the facts, allegations, or other details of the mediation session to any other parties or persons, except those who have a legitimate need to know and then only to the extent of such need.
17. Any temporary agreements or Orders, whether entered through the court or not, and whether formally memorialized or not, are MERGED into this Agreement unless expressly stated to the contrary elsewhere herein. And further: As to any complaints of non-compliance with any such temporary agreements or Orders, such complaints are hereby WAIVED except as to any temporary agreement or Order for which it is expressly provided to continue in effect until entry of a final Judgment. – **OR** -- Future obligations stemming from the temporary agreements or Orders are resolved, but the right to enforce obligations stemming from such agreements or Orders in the past survives the Agreement and the entry of the final order or decree.
18. Each party shall bear their own costs and attorney's fees unless expressly provided to the contrary elsewhere herein.
19. All Exhibits referred to herein are hereby incorporated into this Agreement just as if fully set out herein.
20. **EFFECTIVE DATE:** This Agreement is effective **immediately upon signing** unless expressly stated to the contrary elsewhere in this Agreement.

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**THIS AGREEMENT CANNOT BE REVOKED**

Signed this day DATE

(add sig block)

MEDIATOR acknowledgement:

\_\_\_\_\_  
Guilford L. Jones, III

Date: \_\_\_\_\_

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**SCHEDULE A**

**CONSERVATORSHIP**

1. Conservatorship Agreement
  - 1.1. Managing Conservator: \_\_\_\_\_ (with the following rights and duties unless stated otherwise)
    - 1.1.1. Section 153.073 Rights of Parents at all Times.
    - 1.1.2. Section 153.074 Rights and Duties during Period of Possession.
    - 1.1.3. Section 153.132 Rights and Duties of Parent Sole Managing Conservator.
  - 1.2. Possessory Conservator: \_\_\_\_\_ (with the following rights and duties unless stated otherwise)
    - 1.2.1. Section 153.073 Rights of Parents at all Times.
    - 1.2.2. Section 153.074 Rights and Duties during Period of Possession.
  - 1.3. Joint Managing Conservators: \_\_\_\_\_
    - 1.3.1. Conservator with right to receive child support: \_\_\_\_\_
    - 1.3.2. Conservator with right to establish primary residence: \_\_\_\_\_
    - 1.3.3. Both parties will have the following rights:
      - 1.3.3.1. Section 153.073 Rights of Parents at all Times.
      - 1.3.3.2. Section 153.074 Rights and Duties during Period of Possession.
    - 1.3.4. Indicate whether one or both of the Joint Managing Conservators are to have the following powers. If both, indicate whether the decisions are to be made jointly or can be made independently: (Name, or “J” if joint or “I” if both independently)
      - 1.3.4.1. \_\_\_\_\_ The right to consent to medical, dental, and surgical treatment involving invasive procedures, and to consent to psychiatric and psychological treatment.
      - 1.3.4.2. \_\_\_\_\_ The right to represent the child in legal action and to make other decisions of substantial legal significance concerning the child.
      - 1.3.4.3. \_\_\_\_\_ The right to consent to marriage and to enlistment in the armed forces of the United States.
      - 1.3.4.4. \_\_\_\_\_ The right to make decisions concerning the child’s education.
      - 1.3.4.5. \_\_\_\_\_ The right to the services and earnings of the child.

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1.3.4.6. \_\_\_\_\_ Except when a guardian of the child's estate or a guardian or attorney ad litem has been appointed for the child, the right to act as an agent of the child in relation to the child's estate if the child's action is required by a state, the United States, or a foreign government.

2. Child Support:

2.1. Amount: \$ \_\_\_\_\_ per month paid  
\_\_\_\_\_ monthly \_\_\_\_\_ 1<sup>st</sup> and 15<sup>th</sup> \_\_\_\_\_ weekly \_\_\_\_\_ bi-weekly

2.2. Beginning Date: \_\_\_\_\_

2.3. Wage Assignment: \_\_\_\_\_ Yes \_\_\_\_\_ No

2.4. Health, Dental, Hospitalization:

2.4.1. To be carried by: \_\_\_\_\_

2.4.2. Reimbursed by \_\_\_\_\_ Yes \_\_\_\_\_ No

2.4.2.1. Amount: \$ \_\_\_\_\_

2.5. Special Needs of Child(ren): \_\_\_\_\_

3. Possession:

3.1. \_\_\_\_\_ Standard Possession Order per Chapter § 153, Subchapter F, Texas Family Code per attached exhibit; OR,

3.2. \_\_\_\_\_ See attachment # \_\_\_\_\_.

4. Claiming tax exemptions for children:

4.1. The parent having the right to designate the primary residence of a child will have the right to claim the exemption for that child, whether one or more. – **OR** –

4.2. The parents will share the exemptions as follows: \_\_\_\_\_ and each will, as necessary, execute IRS Form 8332 to release an exemption to the other parent.

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