

CUSTODY EVALUATION AGREEMENT:

*** **And** *** (the Parties”) agree to purchase Evaluation services from Christine Davis; Assisting Changing Families LLC and to follow the following provisions:

1. Role of the Evaluator: Ms. Davis will serve as an Evaluator for the Parties. The Parties understand that Ms. Davis will conduct a thorough evaluation.

Ms. Davis will not provide therapeutic or evaluative services to you or offer you legal advice.

2. Duration of Appointment: Ms. Davis’s appointment does not begin until the signed agreement and required deposit are returned. Ms. Davis’s appointment will end as designated by the completion of the work for the evaluation and the summary report is finished. Ms. Davis may also end her appointment at her sole discretion if any Party is not fully complying with this agreement, or by court order.

3. Decision Making: Ms. Davis makes recommendations. Ms. Davis does not make any decisions during the evaluation. It is incumbent upon the parties and their attorneys to take the recommendations of Ms. Davis to resolve the issues they have.

4. Conduct in the Evaluation Process: The Evaluator process will be conducted in the manner that Ms. Davis believes will best and most quickly permit full understanding, and discussion, of the issues. Ms. Davis may meet with the Parties in person, by telephone or through electronic means, such as e-mail. She may also request meetings with the child or children and/or with significant others or other family members on issues related to the child or children.

5. Confidentiality: All communications will be communicated directly with the parties. If the parties choose to disclose any of the information, Ms. Davis assumes NO responsibility for the disclosure of information.

6. Authorizations for Release of Information: The Parties agree that they will sign whatever authorizations for the release of information Ms. Davis decides is necessary for her to fulfill her duties.

7. Cancellation Policy: If you are unable to keep an appointment, you must notify my office 48 hours in advance. Rescheduling the appointment will be done as soon as possible for all involved.

9. Payment for Evaluator’s Time: A retainer fee in the amount of \$ 3500.00 total, all monies are due upon the signing of this agreement. This rate is charged for any and all time Ms. Davis spends working on this matter, including meetings with the Parties, telephone calls pertaining to the matter, reviewing and responding to e-mails, reviewing letters and other records and written material, preparation of written reports and decisions, round trip travel time and any other time expended in direct association with the duties of the Evaluator, with the exception of out of state travel and lodging and traveling more than 50 miles 1 way. Travel time within the state more than 50 miles 1 way will be charged at a rate of \$1.00 per minute spent traveling, after the first 50 miles. Out of State travel-lodging, travel expenses and meal allowance are also expected to be paid. No appointments will be set, or services provided until this agreement is signed, returned and the retainer received.

(a) A.C.F. accepts cash/money order or cashier’s check /credit or debit cards, PayPal or VENMO ONLY as forms of payment. NO personal checks are accepted. If payment falls behind due to the paying party, all services will be discontinued until payment is made in full. A service fee of 3% will be added to PayPal, Venmo, Credit/debit card payments.

PLEASE CHECK ONE OF THE FOLLOWING THAT IS APPLICABLE TO YOUR CASE:

- FEES WILL BE SPLIT 50/50 BETWEEN THE PARTIES _____
- FEES WILL BE PAID IN THERE ENTIRETY BY: _____
- INTAKE FEE WILL BE SPLIT 50/50 _____, VISIT FEES WILL BE PAID ENTIRELY BY: _____
- COURT ORDERS EACH PARENT TO PAY A PERCENTAGE. PARENT: _____ PAYS _____%, PARENT: _____, PAYS _____%.

10. Non-Payment:

(a) In the event one party does not pay his or her share of the retainer, the other party may pay the full retainer requested and bring a motion seeking reimbursement for the non-complying party’s share of the retainer.

11. Payment for Administrative Costs.

Any administrative costs incurred will be charged to the parties as actual cost and may be taken out of the retainer fee or charged separately at the discretion of Ms. Davis.

12. Court Appearances: In the event either party wishes to have the Evaluator testify in court, a fee of \$145.00 per hour will be assessed, which will include travel time, waiting to testify as well as testifying. Payment will be the responsibility of the party that wishes to have the Evaluator testify. Payment will be expected at the conclusion of each day of testifying.

My signature below indicates that I have received, read, and understand the information in the agreement and that I agree to retain Christine Davis as Custody Evaluator under the conditions described in this agreement.

Party signature

Print name

*** Date

1/2024