

Assisting Changing Families LLC MEDIATOR AGREEMENT:

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

1. Role of the Mediator: Ms. Davis will serve as a Mediator to the Parties. The Parties understand that Ms. Davis will assist them with resolving issues that the **Parties may submit** to the Mediator. 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 the required deposit is sent. Ms. Davis’s appointment will end as designated by court order or the parties agree to no longer use Ms. Davis. 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 will first work with them to help them reach an agreement. However, if they are unable to agree about a particular issue, Ms. Davis will record the issue and resolutions discussed. Ms. Davis will put all decisions in writing, with copies going to each Party and his or her attorneys.

4. Conduct in the Mediator Process: The Mediator process will be conducted in the manner that Ms. Davis believes will best and most quickly permit full understanding, discussion, and resolution of the issues. Ms. Davis may meet with the Parties in person, by telephone or through electronic means, such as email or zoom.

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 two (2) business days in advance. If advance notice is not received, you will be responsible for paying for the missed appointment.

9. Payment for Mediator’s Time: A retainer fee in the amount of \$400.00 total, all monies are due upon the signing of this agreement. The Parties shall pay for all time spent by Ms. Davis at the rate of \$80.00 per hour. *This hourly rate is subject to change upon thirty (30) days’ notice.* Time is billed at a minimum of .25-hour increments (15 minutes). The bill each party receives will reflect the full hourly rate; however, the time reflected will be the portion for which each party is responsible (generally, one-half of the actual time expended). Or the bill will reflect the payment schedule as designated in a court order. This rate will be 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 Mediator. Time will be worked off the retainer, once the retainer has been reduced to \$80.00 an additional \$150.00 from each party; or a total of \$300.00, will be required to continue. The retainer is expected at the time this agreement is signed. No appointments will be set, or services provided until this agreement is signed, returned and the retainer received.

(a) Ms. Davis may assess more than the proportion of the fees and costs outlined above to either party if she determines that a party has abused the process or if Ms. Davis’s involvement was unnecessary. If Ms. Davis determines that neither party has abused the process or if her involvement was necessary, then Ms. Davis shall divide the costs and fees between the parties as outlined above.

(b) If any of the deposit remains, and when Ms. Davis is assured that the service is no longer needed, she shall refund the remaining funds to the Parties.

A.C.F. accepts cash/money order or cashier’s check /credit or debit cards, PayPal or VENMO ONLY as forms of payment or payment can be made through the online portal via the website. 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: _____
- _____
- COURT ORDERS EACH PARENT TO PAY A PERCENTAGE. PARENT: _____ PAYS _____%,
- _____
- PARENT: _____, PAYS _____%.

10. Non-Payment:

(a) Absent other agreement, Ms. Davis reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.

(b) 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.

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 Mediator under the conditions described in this agreement.

Parent signature

Print name

*** Date