Conflict to Peace Mediation Fee Agreement for Marriages and Families

We, _____, have been advised of the fee schedule for the services of Conflict to Peace. We understand that the fees applicable to the mediation process in which we have agreed to participate include:

a) Intake / pre-mediation coaching sessions will be conducted separately with each participant is $150 per hour (minimum is $300 for up to two hours and includes written materials). In addition there is a $50 per party case administration fee due with the initial intake. An advance deposit of $350 is needed to confirm each intake appointment.
b) Mediation session fees of $300 per hour (The minimum session is two hours; there is a 20% surcharge for sessions on weekends, holidays, or portions before 9 a.m. or after 6 p.m.). Non-administrative contact with a conciliator(s) or Conflict to Peace, outside of sessions, whether in person, by phone, or in e-mail review and response, is $150 per hour. Conflict to Peace reserves the right to charge for extraordinary case administration time (i.e. to arrange a neutral property appraisal) at $150 per hour.
c) A deposit for the preparation of a memorandum of agreement is $600 (four hours). Additional time, if needed, is $150 per hour. This fee also applies to time preparing advisory opinions if applicable.
d) Any required regional travel time is at the rate of $150 per hour plus mileage at the prevailing Internal Revenue Service reimbursement rate.
e) All direct costs of Conflict to Peace and the mediators associated with the case, including long distance telephone calls, travel, parking, written resources provided, and other out of pocket expenses. These direct costs shall be shared by both parties, unless otherwise agreed.
f) A cancellation fee of $300 is payable by a party who causes a cancellation of any scheduled mediation session with notice of less than one full business day. Returned checks are assessed a $35 fee.

We agree to pay all fees and costs of the mediation process in accordance with the above schedule. We agree to pay for fees for each session as they are incurred, direct costs as invoiced, a deposit prior to the preparation of a memorandum and the balance upon delivery of the memorandum. Mediation resuming after 90 days of inactivity will be billed at the then prevailing rate. If we are unable to pay fees when due, we must request alternate arrangements with Conflict to Peace in advance. Unless otherwise agreed, interest shall be charged at the rate of two percent per month on balances outstanding over 30 days; in the event collection action is initiated, we agree to pay all costs and fees associated with such action, including attorney and conciliator fees. **Unless a separate payment election is made, we agree to pay the fees from our joint/marital resources.**

_____	_____/_____/_____	_____	_____/_____/_____
Signed	Date	Signed	Date

Separate payment election: If parties elect to pay fees separately, each person's share will be their respective portion of the collective gross income, rounded to the nearest 5%, to a maximum of 80% and a minimum of 20%, unless otherwise agreed and set forth on the back of this agreement.

We elect to pay separately by initialling here: _____/_____.

We declare our individual gross annual income to be:

$ _____ for _____ and $ _____ for _____
Name Name

The percentage to be applied are: _____ % for _____ and _____ % for _____

Income/Hardship Consideration: We request consideration for reduced fees based on our gross annual income of $_____, or other documented hardship explained on the back of this agreement. We understand that, based on this income or other documented hardship, the hourly mediation session fee rate will be reduced by _____ percent. **We further understand that this reduction will only be applied to sessions held after acceptable documentation of gross income or other hardship is provided to Conflict to Peace and will not be applied retroactively.**

Documentation Accepted by _____ Date _____
(Conflict to Peace Representative)