Conflict to Peace Mediation Fee Agreement

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

a) A flat fee of $300 for each intake session - up to two hours duration (includes written materials). Intakes will be conducted separately with each participant. Additional intake time after the first two hours will be $150 per hour. In addition there is a $50 per party case administration fee due with the initial intake.
b) Mediation session fees of $150 per hour per party (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 $300 (four hours) per party. Additional time, if needed, is $75 per hour, per party. This fee also applies to time preparing advisory opinions if applicable.
d) A per party fee for any required regional travel time is at the rate of $75 per hour plus mileage at the prevailing Internal Revenue Service reimbursement rate.
e) All direct costs of Conflict to Peace and the conciliators 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 equally, unless otherwise agreed to in writing.
f) A cancellation fee of $300 is payable by a party who causes a cancellation of any scheduled 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 per cent 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.

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

Income/Hardship Consideration: I understand that Conflict to Peace is a non-profit organization that is supported by a combination of fees for services, tax deductible contributions from individuals and businesses, and support from churches and other charitable organizations; support from donations allows Conflict to Peace to provide services on an income based sliding scale to individuals who would otherwise be unable to obtain needed conciliation services.

I request consideration for reduced fees based on my 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 _____ per cent. **I 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)