

## 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, that will be conducted separately with each participant, are \$165 per hour (minimum is \$330 for up to two hours for initial session and includes homework materials - hourly rate applies to additional pre-mediation conflict coaching time beyond the initial two hour minimum). In addition, there is a non-refundable \$70 per party case administration fee due with the initial intake deposit. An advance deposit of anticipated fee is needed to secure an appointment.
- b) Mediation session fees of \$330 per hour (The first session is a minimum of three hours; subsequent session minimum 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 \$165 per hour. Conflict to Peace reserves the right to charge for extraordinary case administration time (i.e. to arrange a neutral property appraisal) at \$165 per hour. An advance deposit of fee for the scheduled duration is needed to secure an appointment.
- c) A deposit for the preparation of a memorandum of agreement is \$680 (four hours). Additional time, if needed, is \$170 per hour. This fee also applies to time preparing advisory opinions if applicable.
- d) Any required regional travel time is at the rate of \$170 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 \$330 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 balance of fees for each session exceeding deposit as they are incurred, direct costs as invoiced, a deposit prior to the preparation of a memorandum and the balance for 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. **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)