

Marriage Conciliation Fee Agreement

We, \_\_\_\_\_, have been advised of the fee schedule for the services of Conflict Resolution & Conciliation Services (CR†CS). We understand that the fees applicable to the mediation process in which we have agreed to participate include:

- a) A flat fee of \$150 for each intake - up to two hours duration. Intake will be conducted with each participant. Additional intake time after the first two hours will be \$75 per hour.
- b) Mediation session fees of \$154 per hour\*\*, (minimum session of two hours; sessions on weekends, holidays, or portions after 6:00 p.m. are an additional twenty percent.). Time incurred outside of sessions from contact by either party, whether in person, by phone, or in e-mail review and response, and case administration time (except session scheduling) is at a fee of one-half the mediation session hourly rate. \*\*The parties acknowledge that their rate is based on our providing services focused on resolving relational conflict and is 30% less than our standard rate, being underwritten by donations; if the services requested change into focusing on legal issues concerning separation, property division or custody, the mediation session rate becomes \$220 per hour.
- c) If requested, a memorandum of agreement preparation fee of \$100 per hour (minimum three-hour fee). This fee also applies to time preparing a requested advisory opinion.
- d) A fee for any required regional travel time at the rate of one-half the mediation session hourly rate plus mileage at the rate of \$.25 per mile.
- e) All direct costs of CR†CS and the conciliators associated with the case, including long distance telephone calls, travel, parking, written resources provided, and other out of pocket expenses.
- f) A cancellation fee of \$150 is payable by a party who causes a cancellation of any scheduled session with less than 24 hours notice.

We agree to pay all fees and costs of the conciliation process in accordance with the above schedule and the ICC Rules. We agree to pay for fees for each session as they are incurred, direct costs as invoiced, and a deposit prior to the preparation of an agreement and the balance upon delivery of the agreement. If we are unable to pay fees when due, we must request alternate arrangements with CR†CS in advance. Unless otherwise agreed, interest shall be charged at the rate of one percent per month to 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.

**We agree to pay our fees from our joint / marital resources unless a separate payment election is made below.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Separate payment election:** If parties elect to pay separately, each party’s share of the hourly mediation session fee will be the party’s percentage share of the parties’ collective gross incomes, rounded to the nearest 5%, to a maximum of 80% and a minimum of 20%, unless agreed otherwise by the parties as specified on the back of this agreement.

**We elect to pay Separately by initialling here:** \_\_\_\_\_ We declare our individual gross annual incomes to be: \$ \_\_\_\_\_, for \_\_\_\_\_ and \$ \_\_\_\_\_, for \_\_\_\_\_.

The percentages to be applied are: \_\_\_\_\_% for \_\_\_\_\_ and \_\_\_\_\_% for \_\_\_\_\_.

**Income/Hardship Consideration.** We understand that CR†CS is a nonprofit 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 CR†CS to provide services on an income based sliding scale to individuals who would otherwise be unable to obtain needed conciliation services.

**We request / decline (circle one) consideration for sliding scale fees** based on our gross annual incomes of \$ \_\_\_\_\_, for \_\_\_\_\_ and \$ \_\_\_\_\_, for \_\_\_\_\_ 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 CR†CS; it will not be applied retroactively.**

Documentation Accepted by \_\_\_\_\_ (CR†CS) Date \_\_\_\_\_