

Mediation Fee Agreement

Date: _____, 2012

Name: _____
Address: _____
City/State/Zip: _____
Tele: _____

Name: _____
Address: _____
City/State/Zip: _____
Tele: _____

This Mediation fee agreement is entered into by the parties, _____, and _____, hereinafter "Parties" and **Jose Trujillo**, contract Mediator, The Mediator agrees to perform the services referenced in **Paragraph (1) and (2a)** below, faithfully and with due diligence and per C.R.S. §13-22-311(1), and C.R.S.P. § 13-22-305 through 13-22-313 and C.R.C.P. 36.1 through 36.16. Understanding the mediator is not a legal representative of any party and has no fiduciary duty to any party, the mediator cannot give legal advice to either party.

- 1) The legal matter for which the Contract Mediator is being retained and for which a Memorandum of Understanding services will be provided is in reference to:
- 2) Case #: _____ (to be filled in after initial filing)
 - a. If the parties are pro se, the mediator will assist the parties in the use of JDF forms for the purpose of filing a stipulated agreement to the court in their matter.
- 3) Services will be billed at Option "A" or "B": For the purpose of this contract the parties agree to the terms under Option _____.
- 4) Option "A": Services will be provided at a flat fee of \$_____. The Parties will be responsible for **any costs and/or filing fees** assessed by the court.
- 5) Option "B": Services will be billed at \$50.00 per hour per parties. In the event a settlement is reached within the first two-hours, a mandatory minimum fee for the first two-hours will be assessed. The Parties will be responsible for **any costs and/or filing fees** assessed by the court.
- 6) Each Party need pay the retainer of \$100.00 (\$200.00 total deposit for the first two hours) by _____, 20____, which shall be disbursed from the parties trust account and into the Mediator's account and be deemed to have been earned for services provided.
- 7) Before the retainer has been exhausted Parties will remit additional funds before the commencement of further mediation sessions. Payments will be as follows:

Date: _____

Date: _____

Date: _____

Date: _____

- 8) "Agreement Clause": If the parties reach an agreement in this matter, the original retainer of \$_____.____ will be assessed. The remaining balance minus costs for travel, copies, or court appearances will be refunded.
- 9) All requested or court ordered court appearances will be billed at \$25.00 per hour. Travel time will be charged at a rate of \$10.00 per hour. This cost will be split 50/50 between the parties.
- 10) In the event an invoice remains unpaid 10 days from the date of the invoice, Parties agree and understand that interest in the amount of 1.5% per month shall be added to the outstanding balance.
- 11) The Mediator will use his best efforts in assisting the Parties in identifying the issues at dispute, but makes no promises or guarantees regarding the outcome or disposition of any criminal charge or settlement options for any domestic relations case.
- 12) In any domestic relation case that pertains to issues regarding children, the mediator will hold the child's Best Interest first. Any evidence of child abuse or neglect will be reported to the proper authorities.
- 13) Understanding that my native language is _____, I have had the opportunity to read or have read to me the Memorandum of Understanding in English, have it explained to me in English, and I have had _____ act as an interpreter for all written and verbal explanations of the Memorandum of Understanding.
- 14) I _____ and _____, have read and understand this document as it is written. Currently, I/We are not under the influence of any alcohol, mind altering psychotic medication, legal or illegal or prescribed or non-prescribed drug. I have not been promised or given anything in return for my signature.
- 15) I make this decision and sign this document of my own free will. If represented by an attorney I/We have consulted with my attorney of record. I understand it is my responsibility to communicate and seek counsel's supervision before entering into an agreement with the other party in this matter.
- 16) If _____ and _____ are sued or found guilty of any civil or criminal charges, I/We hereby hold the Mediator free from claim for damages. If I am sued by any person or entity, I indemnify the Mediator from suite or damages in all matters before a court of law.

- 17) The parties are reminded that if mediation is to address any financial issues that they are to provide to each other the disclosures required by C.R.C.P. 16.2(e)(2) at least five days prior to the mediation, and shall also bring the disclosures to the mediation session.

- 18) It is understood that in any court matter there is the potential for fines or incarceration for violation of Court orders.

- 19) Within five days after the completion of the mediation or other ADR process, the Petitioner or Co-Petitioner/Respondent is ordered to complete, file with the Court, and serve upon all other parties the Certificate of Compliance (JDF 1119) attached to this Order.

- 20) Within five days after the completion of the mediation or other ADR process, the Mediator will complete and file with the Court, and serve upon all other parties the Certificate of Mediation.

- 21) Mediation may be discontinued by any party at any time and either party may withdraw at any time prior to execution of a written memorandum of understanding by written notice of withdrawal to the mediator.

Wherefore this agreement is executed in duplicate original this ____ day of _____, 20____.

Party #1 Signature

Attorney for Party #1

Other legal Representative for Client if Financially Responsible for Payment

Address: _____
City/State/Zip: _____
Tele #: _____

Party #2 Signature

Attorney for Party #2

Other legal Representative for Client if Financially Responsible for Payment

Address: _____
City/State/Zip: _____
Tele #: _____

Mediator – Jose L. Trujillo

Date