

The Divorce Company

Helping Individuals to Take the High Road through Divorce.

Agreement to Mediate

Client ID _____

Case Name _____

The undersigned (“Parties”) agree to contract The Divorce Company (“TDC”) to mediate issues arising from the breakdown of their relationship including the division of assets and debts, child and spousal support, and a parenting plan for their children (as applicable).

The Parties agree and acknowledge:

1. **Mediation:** TDC will use mediation techniques to assist the Parties in negotiating a voluntary settlement of the issues between them - based on complete disclosure. Discussions in mediation shall be considered closed and confidential, and neither Party will disclose the content of any such discussions to any third Parties, including Courts, unless by mutual consent. Either Party may withdraw from mediation by written notice.
2. **Advice:** TDC does not provide financial, psychological or legal advice. It is not the function of TDC to act as a lawyer and TDC is not acting as a lawyer for either of them. TDC advises all Parties to seek independent legal advice before signing any agreement regarding their issues. The decision of a Party to not seek independent legal advice may have negative consequences and the Parties release and holds TDC harmless from any such consequences. When determined by the Parties, they will retain expert advice.
3. **Third Party Communication:** I/we agree that TDC may share and discuss applicable financial details with my accountant, my investment advisor or administrator, pension actuary or administrator, or my lawyer.
4. _____ (initial) **Fees:** TDC's fees will be at the rate of \$350/hour (net to TDC) plus GST in 1/10th-hour increments (minimum .2/hour per charge). Chargeable time includes all time spent in connection with Parties’ issues, including but not limited to: meetings, discussion of financial disclosure documents, meeting preparation, perusing documentation, emails, and other materials, research, internal summaries, telephone conversations, account inquiries, court preparation and appearances, collections, keeping files, drafting, preparing and filing documents. Charges and fees begin once the contract is signed. As a courtesy, TDC will attempt to provide information on who made payments and who incurred charges in order you may determine how to share the fees between you, but you individually and jointly agree you are jointly and severally liable for all fees. All services are to be prepaid. TDC may extend credit or cease work on the file at its sole discretion. After a 5-day grace period, debit balances accrue interest daily at a rate of 2% per month.
 - a. **Administration Fee:** You agree to pay an initial non-refundable case administration fee of \$250/each + GST and in turn, TDC will not bill you for reasonable minor incidentals such as time and costs associated with opening and closing files, photocopies, pages printed, long distance charges, single title search fees, and regular postage.

- b. **Payments:** Cheques require 14 days clearing time. **Credit Card payments will be charged a 3.0% administration fee.** Interac Email transfers can be sent to Payments@thedivorcecompany.ca. Any billing concerns shall be raised with TDC in writing or email within 7 days of the first receipt of the billing in question. The Parties authorize TDC to search by name for, or to charge or place a lien on, any real property or personal property the Parties own or may claim an interest in, whether now or in the future, either individually or collectively, for unpaid fees and collection costs including filing fees. Such lien or charge shall be invoiced at \$100.00 per instance.
5. **Cancelled Meetings:** Meetings cancelled with less than 8 working hours notice or failure to show for a booked meeting will be assessed ½ of the time allocated to the meeting. You may cancel a meeting by email. Please CC your spouse.
6. **Witness:** Neither Party, nor their representatives, will call on the mediator, TDC, or its representatives, as a witness in any legal proceeding. TDC, the mediator, and any representatives shall not be required to produce any notes, documents, or testify in Court.
7. **Liability:** Other than for acts of gross negligence and misconduct on the part of TDC, the Parties indemnify TDC, and all persons associated with TDC including the mediator, against all actions, claims, damages, liabilities, costs and losses in any way arising out of, or relating to this agreement

I acknowledge:

- In person meetings are generally much more cost effective than emails or phone calls.
- Chargeable time includes all time spent on the file including emails sent and received.
- Online availability and scheduling is available at thedivorcecompany.ca/booking at no cost.
- Interest is charged on outstanding accounts after a 30-day grace period.
- This agreement becomes effective upon signing, is a joint agreement between spouses, and we will determine a method of sharing fees between us.
- I have read this agreement.
- We authorize invoices to be sent to Spouse #__, and we will share that information between us.

Spouse 1 Signature Date

Spouse 2 Signature Date

Spouse 1 Name Printed

Spouse 2 Name Printed

Best Daytime Phone #

Best Daytime Phone #

Email

Email

Current Mailing Address

Current Mailing Address

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