

THIS IS A FEE AND DEPOSIT AGREEMENT FOR PARENTING COORDINATION SERVICES BETWEEN:

-and-

-and-

CANADIAN CO-PARENTING CENTRES, CCPC

1. Each party shall be jointly and severally liable for the fees associated with the services provided by the Agency. The parties hereby agree to pay Canadian Co-Parenting Centres (a registered charitable organization, hereafter referred to as the "Agency") a fee of \$250.00 per hour for parenting coordination services. It is understood this fee applies to all time spent by the parenting coordinator in the following activities:
 - meeting with the parties;
 - research time;
 - telephone calls;
 - consultation with other professionals;
 - preparation of documents; and
 - other related activities.

In addition, the parties agree to pay for other related expenses that are incurred.

2. The default distribution of fees will be 50% to each, however the parenting coordinator shall be entitled to apportion the fees differently if one person disproportionately contributed to need for the time to be expended.
3. The Agency reserves the right to review the fee rate from time to time as they deem appropriate and in light of such review may increase or decrease the fee or change the terms herein at their sole discretion.
4. The Agency offers programs, based on merit, that provide opportunities for fees to be deferred, reduced and/or waived entirely.
5. If a parent needs to change a scheduled appointment, they will give the parenting coordinator at least 24 hours notice. If they fail to do so, they agree to pay in full (not just their proportionate share, section 27) for the scheduled time, not to exceed two hours.
6. Each party shall provide the Agency with a deposit. The purpose of obtaining a deposit is twofold. First, it influences people who are struggling to behave in a suitable fashion to remain in the parenting coordination process, as contracted, for the sake of the child(ren) and others (including themselves). Second, to ensure that Canadian Co-Parenting Centres are able to continue to provide affordable services, the Agency must be vigilant about ensuring that it is compensated for the time and resources expended. If someone defaults on their payment, it impacts others, and such an act is counter to all that the Agency does. Note that for people who intend on fulfilling their commitments, but are struggling financially to make the payments owed, the Agency expects them to proactively let the staff know and the Agency will work out a payment schedule and have them sign a Loan Agreement and Agreement to Reciprocate.

7. Upon signing this Agreement, each party will undertake to provide the Agency with a suitable deposit and will complete this within a reasonable period of time. For people that own a house, execution of a charging agreement is the simplest and best form of deposit, as there is no monetary outlay required and an ample amount of security is provided to the Agency. Other deposit arrangements are available, and all circumstances can generally be accommodated.
8. If at any time a person is unable to make a scheduled/requested payment, they will proactively advise the Agency and will negotiate a mutually acceptable arrangement. If they fail to do so, they understand that a \$30 charge will be applied and all administration time will be charged at a rate of \$50 per hour. They further understand that an interest charge of 2% of the outstanding balance will be applied each month until such time as the arrears are paid. (Note that a 2% interest charge applied each month equates to an annual interest rate of 24%.)
9. Each parent hereby acknowledges that they understand that parenting coordination is for the well-being of the children, and that as stipulated in this Agreement, it cannot be unilaterally ended by just one of the parties. They understand that fees will continue to apply for all time expended up until the parenting coordination process is properly ended, which could be by agreement, by Court Order, or by transfer to a new parenting coordinator. They understand that some time may be expended after a specified end/transfer date/time, as part of the wind down and/or transfer. They understand that all time expended by the Agency in dealing with a unilateral disengagement will be charged to that person at a rate of \$250 per hour. They realize that only people who are behaving in ways that are self-serving and not in the best interests of the child(ren) will want to unilaterally end a parenting coordination process, and as such they appreciate the benefit to the child(ren) and themselves that this term secures.
10. Each parent hereby agrees to reimburse the Agency for any expenses that it incurs in association with collecting fees owed; such as charges for mediation/arbitration services, legal expenses, small claims court filing fees, collections, and for time expended by any Agency personnel at a rate of \$250 per hour up until the point of full payment. If action has to be taken through small claims court, a lump sum of \$2,500 will be added to the amount owed prior to filing, so that the amount awarded in the subsequent Order will be sufficient to cover an estimated amount of time and costs associated with pursuing collections through the court.
11. Parents are both advised and assured that refusal to pay for the services being rendered will not bring an end to the parenting coordination process. That would be a disservice to the child(ren), the other parent, and to others. The Agency has litigation insurance which provides legal services at no cost to the Agency, and the Agency has been successful in all past litigation.
12. In the event that this agreement is not executed by all parties at the same time, each party executing the agreement understands that they are bound by the terms once they have signed it, and are responsible for compensating the Agency for work done.

EACH OF THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THEY ARE ENTERING INTO THIS AGREEMENT ON THEIR OWN FREE WILL AND VOLITION.

Executed on the ____ day of _____, 20____, in _____.

Executed on the ____ day of _____, 20____, in _____.

Print Name

Print Name

Signature

Signature

