

Agreement for Consultation with Mediator Matthew House, J.D.

Name: _____ Phone: _____

E-mail: _____

Name: _____ Phone: _____

E-mail: _____

The parties named above agree as follows:

1. Process. Mr. House is a neutral facilitator acting on behalf of both of you equally. No information obtained in mediation should be considered legal advice. All mediation communications are confidential, but Mr. House may disclose information necessary to collect fees, enforce this Agreement, comply with a court order, or consult with professionals. Oregon law generally prohibits Mr. House from testifying in court or releasing records.

2. Fees. Today's one-hour initial consultation is provided for a **discounted** fee of \$150. All future services (including: in-person meetings, document review, document preparation, financial analysis, telephone calls, e-mails sent or received, court time, travel time to or from any other location besides Mr. House's Beaverton office, any other activity requested by either of you) will be charged at the **Standard Fee of \$235 per hour**. Fees are billed in 0.1-hour increments rounded up to the next 0.1 hour and are considered earned, due, and non-refundable at the time of service or as otherwise stipulated by this Agreement. Parties are jointly and severally liable for all fees regardless of the outcome of mediation. Parties agree not to stop payment, initiate a chargeback, request a refund, or pursue any other method of dispute with Mr. House, your financial institution, or credit card issuer.

3. Billing and cancellation. If you cannot attend a scheduled session, you must cancel, by phone or email, by 9:00 a.m. two business days before the session. Weekends and holidays are not business days. If you do not cancel with proper notice, the full session fee will be charged, even if no services are rendered. All fees must be paid at least two full business days prior to the scheduled session.

4. Waiver of liability. All fees required by the terms of this Agreement are non-refundable, regardless of the outcome of the mediation process. You agree not to pursue any chargeback, civil action, malpractice action, complaint with the Oregon State Bar, or any other entity against Mr. House or any other entity associated with Mr. House or this mediation. You will indemnify Mr. House for any costs he may incur to defend or respond to any such action and for Mr. House's regular fee of \$235 per hour for time defending such action.

5. Modification. Any modifications or additions to this Agreement must be made in writing and signed by both of you and by Mr. House. No oral modifications or representations will be enforceable.

6. Enforcement and Remedies for breach. If Mr. House must pursue enforcement of this Agreement because of a breach by either or both of you, the breaching party or parties will pay all attorney fees and collection costs that Mr. House incurs. The breaching party or parties will also pay Mr. House's Standard Fee (listed above in Paragraph 2) for time Mr. House spends on activities related to enforcing the Agreement. If any part of this Agreement is held unenforceable by a court of law, the remaining provisions of the Agreement will remain in force.

I understand and agree to all provisions of the six (6) numbered paragraphs of this Consultation Agreement.

Signature Printed Name Date

Signature Printed Name Date