

LIVE AT PEACE MINISTRIES

CONCILIATION SERVICES AND FEE AGREEMENT

Conflict is a result of desires that battle in the human heart (James 4:1). The goal at Live at Peace Ministries (“LAPM”) is to help others be transformed into the likeness of Christ by promoting peace with God, others, and internally. LAPM is committed to help resolve conflict and encourage peace in a way that glorifies God and focuses on the truth of the Gospel of Jesus Christ. The conciliation process is based on biblical principles that promote understanding, repentance, love, personal responsibility, justice, and reconciliation, and is an effective way of resolving personal and material issues while keeping parties out of court (1 Cor. 6:1-7).

Services. There are several types of conciliation services offered by LAPM. Sometimes, conflict coaches work individually with one party in a conflict to assist them in taking the necessary steps to resolve conflict personally and privately. At other times, after personal and private steps have failed, two or more parties in conflict might request mediation to resolve their dispute. In those cases, effective case management ensures that all logistical issues are handled in a timely and effective manner. The case manager coordinates the pre-mediation conflict coaching sessions for all parties and non-parties to help prepare everyone involved for a productive reconciliation process. The case manager also helps the parties select the conciliation team (a minimum of two people) that best meets their unique needs. Case management, conflict coaching, and mediation services are all a necessary part of LAPM’s conciliation process.

Fees. The fees for individual conflict coaching are generally charged by the hour at the conflict coach’s applicable rate, and are paid at the time of service. For mediation cases, a non-refundable filing fee is required to open a case. Fees for pre-mediation case management and conflict coaching, as well as mediation services, vary depending on the number of parties and non-parties participating in the conciliation process, the presenting issues, the conciliators involved in providing services, the location of the conciliation services, and the amount of services provided. A detailed estimate is provided to the parties for their review and approval. LAPM is committed to providing high quality services regardless of the parties’ ability to pay and will explore reduced costs and alternative payment options with the parties. A refundable retainer is required prior to the scheduling of mediation services.

Theological and Philosophical Foundations. LAPM maintains that the Bible provides thorough guidance and instruction for faith and life and therefore bases the message, methods and manner of conciliation services on scriptural principles. For a description of the principles embraced, see the *Frequently Asked Questions* about Christian Conciliation available at the Peacemaker Ministries website (www.peacemaker.net) or consult *The Peacemaker* by Ken Sande. LAPM encourages the participation of key individuals (pastors, mentor couples, etc.) in all conciliation processes to facilitate reconciliation of relationship and resolution of all issues. These non-party participants are nominated and approved by all the parties involved. In addition, LAPM carefully screens, coaches and prepares these non-party participants as to their role and executes a Participation Agreement with these non-parties prior to their involvement. Christian conciliators are committed to abiding by the ethical standards as published in the Standard of Conduct for Christian Conciliation (www.peacemaker.net).

Not Legal Representation or Professional Counseling. Christian conciliation is often used to resolve legal disputes and to deal with personal issues. Even so, conciliators **do not** provide people with the kind of legal advice/advocacy or counseling services they would obtain if they hired an attorney or professional counselor. Instead of representing one person against another or providing counseling to one party or another, LAPM works with and for all the people in a dispute to help them reach a mutually satisfactory agreement regarding their conflict(s). This limitation applies to all conciliators, including those who happen to be attorneys and/or professional counselors. Therefore, if parties are concerned about their legal rights or wish to receive professional counseling, they are encouraged to consult with an independent attorney or professional counselor.

LAPM Commitment to Confidentiality. Confidentiality is an important aspect of the conciliation process, and LAPM carefully guards the information entrusted to us. To ensure that parties receive consistent guidance and support, however, LAPM needs to be able to discuss the conflict with parties’ attorneys, if they have any, with appropriate leaders of their church, if they belong to or attend one, with all non-parties attending the conciliation process, and with all LAPM staff who may be providing services in any capacity. Furthermore, we may need to divulge information to

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appropriate civil authorities as required by law. For more information, see Rule 16 of the *Rules of Procedure for Christian Conciliation* found at the Peacemaker Ministries website (www.peacemaker.net).

Parties' Commitment to Confidentiality. By signing this Agreement, all parties agree ***not*** to discuss conciliation communications with people who do not have a necessary interest in the conciliation process. In addition, parties must agree to treat all communications in this process, written and verbal, including the Summary of Important Conversations (the written document outlining the parties' agreements that are not intended to be legally binding), and all dealings with LAPM in regard to this dispute, as settlement negotiations which means they will be inadmissible in court and cannot be used as or for the purpose of obtaining legal discovery. Furthermore, by signing this Agreement, the parties agree that they will not try to force any conciliator to divulge information acquired during the conciliation process or to testify in any legal proceeding.

LAPM is a Training Center. Because of LAPM's unique services, individuals pursuing conciliation training often contract with LAPM to attend and observe conciliation services. To fulfill our charter to train future service providers, we provide parties the opportunity to permit up to two trainees to attend the conciliation meetings for the purpose of observation and learning. These observers are carefully screened and commit through a written contract to provide all clients of LAPM with the same level of confidentiality extended by LAPM staff members. Please check this box if you wish to include observers in the conciliation process.

Follow-Up. A conciliation process often leaves the participants in a vulnerable and exhausted state. Upon completion of conciliation services, LAPM encourages parties to take several days to rest and recover, and then contact LAPM to discuss any further services. Approximately, one week after the intensive conciliation event each party and non-party participant will be sent an electronic evaluation. LAPM will also follow up with all parties at three, six, and twelve months, by sending each party an online survey. The survey is designed to help LAPM understand how the conciliation process has facilitated change and tracks the restoration plan. Your feedback is deeply appreciated as LAPM continually strives for excellence in gospel-centered care.

Scheduling Details

Dates/Times:

Location of Meeting:

Name(s) of All Conciliators:

Name(s) of All Parties Participating:

Non-Party Participants Name(s)/Role(s):

Financial Expectations

The client is responsible for all fees except those covered by an authorized Third-Party Guarantee or LAPM Scholarship Fund. The client agrees to the following terms for compensating LAPM for fees related to providing conciliation services:

1. Estimated Costs (please check one).
 - Individual Conflict Coaching.** The party agrees to pay \$ _____ per _____ for conflict coaching services at the _____. Coaching sessions may go longer than one hour and the client agrees to pay for actual time spent in coaching, and agrees to make payment at the time services are rendered.
 - Mediation.** The party acknowledges that they have reviewed the Estimate of Fees and Expenses provided by LAPM and understands that fees and costs may exceed this estimate and any additional costs will be the responsibility of the parties. A Retainer of \$ _____ is required in advance of scheduling

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any mediation services. Full payment for all costs, expenses, or services rendered in excess of those covered by the Retainer is expected upon receipt of an LAPM invoice following the conclusion of the mediation process. Any unused portion of this amount will be refunded by check following the conclusion of services. Alternatively, parties may choose to donate any unused portion of the Retainer to help others who cannot afford the full cost of services. All donations are tax-deductible. Please initial here if you choose to donate any unused portion of your Retainer.

2. Fee Allocation. All fees and expenses incurred in this conciliation process shall be allocated as follows:

3. Payment Process. All payments may be made by check (preferred method of payment), credit card using LAPM's PayPal system, or electronic transfer (preferred method of payment for international clients).
 - a. **Checks:** All checks must be made payable to "LAPM" and must be delivered or mailed to: LAPM, 11469 Olive Blvd., Suite 217, St. Louis, MO 63141.
 - b. **Credit Card:** If paying by credit card, select "PayPal Options" on the LAPM website (www.LiveAtPeace.org), and access the "Pay Now" button. **Please pay the amount on the Fees and Expenses Estimate for credit card payments (includes a 3% service charge).**
 - c. **Electronic Transfer:** Parties may request their personal bank to make an electronic transfer (often associated with a nominal fee) to LAPM, in U.S. dollars, by providing the following information:
 - i. Routing Number: 081000210
 - ii. Account Number: 152307375906
 - iii. SWIFT Number: USBKUS44IMT

4. Cancellation Policy. Cancelling or rescheduling any part of the mediation process, after this document has been signed by client and returned to LAPM, may result in the forfeiture of a portion of the Retainer. If a scheduled mediation event is rescheduled or canceled, LAPM staff shall be compensated for all costs and fees incurred up to the time of rescheduling or cancellation.
 - a. Rescheduling/cancellation more than 7 business days before event: no forfeiture
 - b. Rescheduling/cancellation on the 6th or 7th business day before event: forfeiture of 15% of the Retainer
 - c. Rescheduling/cancellation on the 4th or 5th business day before event: forfeiture of 25% of the Retainer
 - d. Rescheduling/cancellation on the 3rd business day before event or any time thereafter: forfeiture of 50% of the Retainer

Any refund due after the application of the Cancellation Policy will be paid by check within 30 days.

Dispute Process and Consent to Arbitration

By signing this agreement, I (the party) agree that any dispute with LAPM or any staff member arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation*¹ promulgated by the Institute for Christian Conciliation, which are incorporated by reference hereon and which I/we agree to follow. I agree that judgment upon an arbitration decision may be entered in any court of competent jurisdiction. I agree that these methods shall be my/our sole remedy and expressly waive my/our right to file a lawsuit in any civil court for any claim arising out of or in any way related to this agreement, except as necessary to enforce an arbitration decision.

¹ See *Guidelines for Christian Conciliation (ver. 4.5)* available for review at www.Peacemaker.net.

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THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

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Consent for Conciliation Services (electronic signatures are considered as valid as original signatures)

I have read the above information, and have had the opportunity to discuss it with my service provider. I understand what I can expect from conciliation services and consent to enter into a conciliation process with LAPM.

Signature (type your full name for electronic signature):

Date: