



Healing Hearts • Restoring Relationships • Liberating Lives

Filing Fee Agreement

I, the undersigned party, hereby agree to the following:

1. I am presently involved in a dispute that I would like to submit for mediation and/or arbitration before Wellspring Christian Counseling ("Wellspring"). Accordingly, I hereby request that a case file be opened and agree to pay a filing fee as noted below.

2. **Filing Fee** -- As the party who has initially requested the assistance of Wellspring, I agree to pay a non-refundable filing fee of **\$150.00** before a case will be opened on my behalf. This fee covers the costs of administrating my case file. If paying by credit card, I agree that the filing fee can be charged to the following credit card account and that this agreement shall serve as the sole notice from Wellspring of this charge:

Card Type: Visa/MC Card #: _____ Exp: _____

3. If the other party or parties to this dispute are unwilling to participate in conciliation, I agree that I am liable for any accrued case administration fees and costs in excess of the five hours covered by the filing fee, that such fees and costs shall be charged at the rate of \$30 per hour to the following credit card account, and that I will receive a statement from Wellspring reflecting any charges made thereto:

Card Type: Visa/MC Card #: _____ Exp: _____

4. It is my understanding that if the parties agree to proceed with conciliation, in addition to the filing fee referenced herein and unless otherwise agreed, we each shall promptly pay in advance a refundable retainer to cover the anticipated cost of conciliation services as set forth in one or more separate agreements.

5. The case administrator is Darla Ferguson. She can be reached at (314) 323-2850.

6. In cases of unusual financial hardship, discounted fees may be requested. An *Application for Discounted Fees* is available upon request.

I further agree that any dispute with Wellspring or any conciliator 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* promulgated by the Institute for Christian Conciliation, a division of Peacemaker® Ministries.¹ Judgment upon an arbitration decision may be entered in any court of competent jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against Wellspring or any conciliator for such disputes, except as necessary to enforce an arbitration decision.

Signed Name: _____ Date _____

Printed Name: _____

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