

Moxie Provider:

Moxie, Incorporated
4050 Olson Memorial Hwy, Suite 205
Golden Valley, MN 55422
Office: 763-444-2240
Fax: 763-444-2241
Email: info@moxieinc.com

2nd Evaluator:

Agreement to Participate in Social Early Neutral Evaluation (SENE)

_____ (“the Parties”) agree to participate in a Social Early Neutral Evaluation (SENE) with _____ and _____ (“the Team”) to address the following:

Custody and Parenting Time

The parties and their representatives will abide by the following:

1. **Role of the Team.** The Team are impartial facilitators and are not decision-makers, attorneys, counselors, or experts for either or both parties.
2. **Participation.** The Parties are responsible for seeing to it that individuals with authority to make decisions and to settle the above-referenced matter are present at all SENE sessions. The attorneys need to attend sessions unless excused ahead of time by the Team.
3. **Good Faith.** The Parties will make a sincere attempt to reach further clarity about the issues in dispute, understanding that they are not required to reach agreement.
4. **Disclosure.** The Parties and their attorneys may refuse to divulge information, but will not give false information.
5. **Confidentiality.** To the extent that confidentiality is enforceable by law, all communications, documents and notes made in or for the SENE are confidential. The Parties and their representatives will not:
 - a. Subpoena the evaluator or any records containing notes or impressions of the evaluator;

- b. Evidence produced during the SENE process that is not otherwise discoverable remains confidential. The parties and counsel are prohibited from attempts to obtain through discovery or use as evidence any records deemed to be confidential under the SENE process.

6. **Conflicts of Interest; Waiver.** The Parties, their representatives, and the Team have discussed the following relationship(s) which may give rise to a conflict of interest:

By signing this Agreement for an SENE, the Parties waive the potential conflict of interest as they do not expect it to interfere with the Team's impartiality.

7. **Communications.** It is understood that all ENE sessions will occur between the Team, the Parties and with counsel for each party present. Conversations may occur between the Team and either Party separately or between the Team and one or both of the attorneys for the Parties separately, if the Team believes conversations will be helpful to the process. The parties and their attorneys (if represented) hereby authorize the neutrals' staff, interns, mentees and/or assistants to attend this process if requested.

8. **Caucuses.** If it would facilitate the process, the Team or the Parties or any of them may request a caucus. If the Team caucuses with one Party, they shall offer the other Party the opportunity to caucus as well. The Parties understand that the duration of those caucuses may vary.

9. **Fees.**

- a. The parties agree to pay for the services of the evaluators based on the _____ County Fee Schedule. Therefore, _____ must pay \$_____ per hour for a total retainer of \$_____, and _____ must pay \$_____ per hour for a total retainer of \$_____.
- b. The retainer payments will cover three (3) hours of our services. Each party shall provide their retainers before, but no later than the date of the SENE. **Please understand that additional fees will be due at the end of the SENE if it happens to run over three (3) hours.**
- c. The hourly rates of the evaluators are determined at the time they are appointed, and said rates will remain in effect throughout the ENE process, regardless of whether either or both parties later hire new counsel or elect to proceed without counsel.

d. Services provided by the evaluators include: preparation for SENE sessions, time meeting with the parties during the SENE sessions, telephone conferences with the parties and their attorneys, and drafting of any correspondence or memorandum which summarizes the evaluator's opinions on those matters referred for evaluation and/or any agreements of the parties.

10. **Cancellation.** By scheduling a mediation or SENE, the Parties (through counsel if represented) are agreeing that, if they cancel any session less than five business days prior to the scheduled meeting, each party will be charged for two (2) hours of time. Cancellations occurring within two (2) business days of the scheduled meeting will be charged at three (3) hours of time for each party.

11. **Termination of SENE.** Either Party or the Team may terminate a particular SENE session or the entire SENE process. However, the Parties each agree to make reasonable and appropriate attempts to address in the SENE the issues leading a Party to desire termination.

12. **Release to Talk to the Parties' Attorneys.** By their initials here, the Parties authorize the Team to discuss issues related to the SENE with their attorneys.

Dated: _____

Dated: _____

Party: _____

Party: _____

Attorney: _____

Attorney: _____

SENE Evaluator 1:

SENE Evaluator 2:

Moxie Provider:

Evaluator #2: