



AGREEMENT FOR FINANCIAL EARLY NEUTRAL EVALUATION

_____ and _____ (collectively “Parties”), and their attorneys, if represented, have engaged _____ of Peacetree Family Institute (“Evaluator”) to perform a Financial Early Neutral Evaluation (“FENE”), subject to the provisions of this Agreement. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

1. The Parties acknowledge that a court order appointing Evaluator to perform FENE has been issued by the court. FENE is a short term, confidential evaluative process designed to facilitate prompt dispute resolution in Family Court matters. The parties to this Agreement agree that Evaluator is presiding at an alternative dispute resolution proceeding under Minn. State. Sec. 604A.32 and pursuant to said statute, he or she is not subject to civil liability except for injury caused by malice, bad faith, or reckless conduct.
2. It is understood that all FENE sessions will occur between Evaluator, the Parties and their attorneys, if represented, present. Conversations may occur between Evaluator and either Party separately or between Evaluator and one or both of the attorneys for the Parties, if represented, separately, if Evaluator believes the conversations will be helpful to the process. The Parties and their attorneys (if represented) hereby authorize the Evaluator’s staff, interns, externs, mentees and/or assistants to attend this process.
3. In accordance with the court order, the Parties acknowledge that they are required to cooperate in providing financial information to the Evaluator prior to the initial meeting. As determined by the Evaluator, the Parties may be required to provide additional information. **Please send Excel spreadsheets to Evaluator in electronic form; not PDF. Please send all other documents to Evaluator electronically and index said documents. Please copy the Evaluator’s Paralegal and Legal Administrative Assistant on all e-mails to the Evaluator.**
4. Confidentiality. The Parties and all others attending this proceeding agree that they will not record any statements or conduct, nor will they share any information about their FENE on social media. No one other than the Parties, their attorneys, if represented, and the Evaluator, may be present or listening in on any FENE video conference unless mutually agreed to in advance. **In addition, digital, audio, or other recordings (hereinafter “recording”) during the process are strictly prohibited, by anyone other than the Evaluator. The Evaluator will not record any part of the FENE unless the parties, their attorneys (if represented), and the Evaluator all agree. The Parties and all others attending this proceeding agree not to make any recording of any part of this alternative dispute resolution process and agree not to provide any recording to the court, guardian ad litem, custody evaluator, therapist, or anyone else involved with this case.**

In addition, the parties to this Agreement will not subpoena the Evaluator or any records containing the notes or impressions of the Evaluator.

Through the adoption of this Agreement, the parties to this Agreement agree that the communications made during the evaluation process are confidential, as are documents and work notes used in evaluation.

Evidence produced during the FENE process that is not otherwise discoverable remains confidential. The Parties and their attorneys, if represented, are prohibited from attempts to obtain through discovery or use as evidence any records or communications deemed to be confidential under the FENE process.

5. Fees. Each Party pays one-half of their attorney's hourly rates for services of the Evaluator, as well as each party pays one-half of the Evaluator's support staff working on this matter at the rate of \$____ per hour. Attorney for Mr. _____ charges \$_____ per hour and attorney for Ms. _____ charges \$_____ per hour.
 - A. The hourly rate of the Evaluator is determined at the time he or she is appointed and said rate will remain in effect throughout the FENE process, regardless of whether one or both Parties later hire a new attorney or elect to proceed without attorney. Peacetree Family Institute charges time in minimum units of 0.1 hours.
 - B. Services provided by the Evaluator include: preparation for FENE sessions, time meeting with the Parties and their attorneys, if represented, during the FENE sessions, telephone conferences with the Parties and their attorneys, if represented, 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.
 - C. Each Party shall make a retainer deposit to the Evaluator one (1) week before each scheduled FENE session. **If the retainer deposit is not received at least one week prior to any scheduled FENE session, the Evaluator reserves the right to cancel FENE.**
 - D. **The Parties shall make an additional retainer deposit in the same amount prior to each scheduled session. This retainer deposit shall be an amount equal to the previous deposit.**
 - E. After the FENE session, the Evaluator will, upon request, provide to each of the Parties, or their attorneys, if represented, an invoice of the time and fees expended by Peacetree Family Institute.
 - F. The Parties are hereby notified that the Evaluator may seek remedies from any applicable court for non-payment of fees pursuant to Rule 114.11(b) of the General Rules of Practice for the District Courts.
6. Costs. The Parties agree to pay for any miscellaneous costs with each Party being

responsible for one-half of the cost. Such costs may include facsimile charges, messenger service fees or any professional fees such as real estate appraisal fees, actuarial fees, accounting fees or other expert fees that may be incurred by the Evaluator in the performance of his or her duties.

7. **Guarantors.** In signing this Agreement, the attorneys for the Parties, if represented, guarantee their respective client's fees and costs payable to the Evaluator pursuant to this Agreement.

8. Drafting of Memorandum. SUBJECT TO THE REQUIREMENTS SET FORTH BELOW, NO DECISIONS REACHED IN THE FENE BECOME FINAL AND BINDING UNTIL THEY ARE PUT IN WRITING, AND THE WRITING IS SIGNED BY THE PARTIES AND THEIR ATTORNEYS (IF REPRESENTED).

9. RULE 114 NOTICES:

Pursuant to Subd. 7 (b) of the Code of Ethics for Court-Annexed ADR Neutrals under Rule 114 of the General Rules of Practice for the District Courts, the Parties are hereby notified:

(A) the Evaluator has no duty to protect the interests of the Parties or provide them with information about their legal rights;

(B) no agreement reached in this process is binding unless it is put in writing, states that it is binding, and is signed by the Parties (and their attorneys, if they are represented) or put on the record and acknowledged under oath by the Parties;

(C) signing a settlement agreement may adversely affect the Parties' legal rights;

(D) the Parties should consult an attorney before signing a settlement agreement if they are uncertain of their rights; and

(E) in a family court matter, the agreement is subject to the approval of the court.

(F) the Evaluator must follow the Rule 114 Code of Ethics and is subject to the jurisdiction of the ADR Ethics Board.

10. Evaluator's Qualifications. The Evaluator's educational background includes a college Master's degree in Clinical Psychology and career experience as a CFO in the construction industry. The Evaluator has been trained as a financial early neutral evaluator, regularly attends continuing education in alternate dispute resolution and other forms of alternative dispute resolution, and is an experienced evaluator.

11. Conflicts of Interest; Waiver. The Parties, their attorneys, if represented, and the Evaluator are aware of the following relationship(s) which may give rise to a conflict of interest: [DESCRIBE, IF ANY, OR N/A]

The Evaluator may have other Alternative Dispute Resolution processes occurring which involve one or both of the attorneys, if any, are involved with this matter. One or both of the attorneys involved in this matter, if any, may have referred other Alternative Dispute Resolution matters to the Evaluator in the past and may be in the process of referring other Alternative Dispute Resolution matters to the Evaluator at

the present time. The Evaluator represents that these relationships and said referrals will not interfere with his or her neutrality in this matter. If either Party has any questions about the extent of the Evaluator's relationship with any other professional in this matter, the Party agrees to ask these questions prior to signing this Agreement, and, if desired, whenever a new attorney or expert is added in this matter.

To the extent applicable, by signing this Agreement, the parties to this Agreement waive the potential conflict of interest.

12. Counterparts:

This Agreement may be signed in counterparts, each of which, when taken together shall constitute one and the same instrument.

By signing this Agreement each party agrees to abide by and be bound by the provisions within it, both as between themselves and as between the parties and Peacetree Family Institute.

EVALUATOR:

Dated: _____

, Party Date

, Party Date

, Attorney Date

, Attorney Date