

I understand that following this meeting, my attorney will be requested by Michael Goldfarb to discuss his findings and recommendations with me. I understand that if a settlement of any custody/parenting time issues is not achieved subsequent to this process, Michael Goldfarb will prepare a final written report regarding his findings, recommendations, and the basis for his recommendations. I understand that an additional \$4,000 retainer will be required for 20 hours to prepare a written report. I understand that the final charge for the report may be more or less than this deposit amount.

I understand and agree that copies of this report will be provided to the attorneys on both sides in this matter. I understand that Michael Goldfarb generally will not discuss his findings and recommendations with the parties once the report is issued. I also understand that Mr. Goldfarb's final report will not be issued until all fees in connection with this evaluation have been paid.

Cancellation fees/no-show policy: I understand that if I cancel an appointment with Mr. Goldfarb with less than one full business day's notice, I will be charged the amount of \$550, representing the cost of the full 2-hour appointment time. I understand and agree that if I cancel an appointment with more than one but less than two full business days' notice, I will be charged \$275, or one-half of the 2-hour appointment time. I understand that there will not be any charges or cancellation fees for appointments that are cancelled with more than two full business days' notice. I understand that all charges and cancellation fees for missed appointments and late cancellations will be paid exclusively by the person who misses and/or cancels the appointment. A session is considered missed if the party has not arrived 20 minutes after the start of the session.

Trust Account: All client deposits will be held in a separate trust account. Funds in this account are not earned by Moxie Inc. until services are rendered. Once services are rendered, funds will be drawn from the deposit and transferred out of the trust account. Any remaining balance will be refunded at the conclusion of the evaluation.

Conversations/consultation with other providers: Michael Goldfarb may occasionally find it useful and beneficial to consult with other professionals in the field for purposes of case consultation. These other professionals are legally bound to keep any information provided to them confidential. During these consultations, however, Mr. Goldfarb will not reveal the identities of the clients involved. These types of consultations will be noted in the evaluation file. With the understanding that Mr. Goldfarb will not reveal my identity without express authorization to do so, I consent to such consultation by him.

Court appointment as a condition of this evaluation: I understand and agree that Michael Goldfarb will not perform a custody/parenting time evaluation until the Court with the jurisdiction in my case issues an order appointing him as a custody or parenting time evaluator.

Signed contracts by both parties are a condition of this evaluation: I understand that Michael Goldfarb will not begin or perform a custody/parenting time evaluation until both parents of the child(ren) involved have signed a custody/parenting time evaluation contract and the initial retainer is paid in full.

Miscellaneous Expenses: Expenses incurred by Michael Goldfarb for miscellaneous case related items (e.g. records requests, file copying, postage, etc) will be billed against the retainer.

Court Appearances: I understand that Michael Goldfarb will testify regarding his findings and recommendations only under subpoena. I understand and agree that Mr. Goldfarb's fee for a Court appearance or deposition is \$300 per hour. In the event that Mr. Goldfarb is subpoenaed to testify, the party issuing the subpoena is required to pay a deposit of \$3,600 (8-hour day plus 4 hours of preparation time at \$300 per hour). There is a half-day minimum charge (a half-day is defined as 8:00 am to 12:00 pm or 12:00 pm to 4:00 pm). To ensure Mr. Goldfarb's availability, the subpoena and a check for \$3,600 must be provided to Moxie Inc. no later than five full business days prior to the Court date. As much advance notice as possible is greatly appreciated. Subsequent cancellation of the Court appearance will result in forfeiture of the deposit.

Mandated Reporter: I understand that, as an MSW, Michael Goldfarb is considered by state law to be a mandated reporter. He is therefore obligated to report to the proper authorities any evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults; or any direct threat to harm oneself or another person.

Case Manager/Assistant: Michael Goldfarb may utilize a case manager or assistant to manage communication, gather information, draft documents or complete other tasks. The case manager/assistant will not have the authority to make decisions but may assist with negotiations. The work of the case manager/assistant will be billed at \$150 per hour.

Recording of Communication: By signing this agreement, it is understood and agreed that recordings of sessions and phone conversations with Michael Goldfarb are prohibited without prior written consent of all participating parties. This includes all manner of audio or video recording made to any analog or digital medium.

CONFIDENTIALITY

I understand that the information that Michael Goldfarb requires from me is for the purpose of a custody/parenting time evaluation. I understand and agree that the information I have provided him may be used in his evaluation, recommendations, and report – which in turn will be provided to the parties, the attorneys, and, potentially, the Court – and, to that extent, I understand that the information I provide to Mr. Goldfarb will not be considered confidential.

I have received and read a copy of this contract, and I have discussed the provisions of this contract with my attorney.

Signed: _____

Date: _____

Parent of: _____