

Ingenuity Enterprises International, Inc.

P.O. Box 728, Evergreen CO 80437-0728

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FEE AGREEMENT FOR MEDIATION/FACILITATION SERVICES

THIS IS AN AGREEMENT made on this ____ day of _____ 20__ between _____ and _____ (hereinafter referred to as the participants) and _____ and _____ (hereinafter referred to as the mediator(s) of Ingenuity Enterprises Int'l, Inc.)

THE PARTICIPANTS agree to pay the mediator(s) the sum of \$_____ per hour, per mediator for their services rendered herein. Payment shall be made to Ingenuity Enterprises Int'l, Inc. The participants shall be responsible for payment in equal proportions unless otherwise agree as follows:

_____The participants understand that the hourly fees shall be charged for all time spent by the mediator(s) in individual and joint meetings with the participants: telephone calls or conferences with the attorneys of the participants; preparation of documents; travel time, if necessary; and any other activities which are requested by the participants. The participants also agree to pay the mediator(s) for any expenses incurred such as postage, photocopies, facsimile transmission, filing fees, messenger fees, long distance telephone calls and any travel outside of a 20-mile radius of mediator's office should such become necessary.

THE PARTICIPANTS understand that fees for mediation/facilitation services are to be paid at the beginning of each individual mediation/facilitation session. If appropriate, following each session, the mediator(s) shall draft notes of agreements made and agenda issues. The hourly rate for such drafting shall be paid as part of the preceding session. When the mediation/facilitation reaches a point for drafting of a final or interim agreement, the parties shall advance the mediator(s) _____ for such drafting. The document is to be suitable for presentation to a Court following approval by the participants and their counsel. Billing for other out-of-session services shall be payable at the next scheduled mediation session or upon presentation of the billing if the mediation is complete.

Should either participant need to change a scheduled appointment time, he or she agrees to give the mediator(s) at least twenty-four hours notice. Upon the failure of either participant to give such a notice or fail to attend a scheduled mediation/facilitation session, that participant shall be responsible for the full fees for that session.

THE PARTICIPANTS agree to pay an advance of _____ for the mediation/facilitation services described in these agreements. Any amount of the advance not devoted to actual fees and expenses shall be returned to the participants by the mediator(s).

IT IS SO AGREED

PARTICIPANTS

MEDIATOR(S)

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Signed this _____ day of _____ 20____.