

FINANCIAL EARLY NEUTRAL EVALUATION AGREEMENT

_____ and _____
Court file: _____

The parties to this agreement have engaged _____, an attorney at law, to perform an early neutral financial evaluation subject to the following terms:

1. The parties acknowledge that a Court Order appointing _____ to perform an Early Neutral Financial Evaluation has been entered by the court. Early neutral evaluation (ENE) is a short term, confidential evaluative process designed to facilitate prompt dispute resolution in Family Court matters. Attached to the court order was a summary describing the ENE process and the timelines for completion of the FENE.
2. It is understood that all FENE sessions will occur between _____, the parties with counsel present for each party.
3. In accordance with the Court Order the parties acknowledge that they are required to cooperate in providing financial information, including their ICMC Data Sheets, three most recent paycheck stubs, and federal income tax returns for the past three years prior to the initial meeting with the evaluator. As determined by the evaluator the parties may be required to provide additional information as specifically authorized in the court order. Given the issue for the evaluator to address under the Court Order, the parties are further required to provide to evaluator any documentation in the possession of either party identifying and tracing the nature and value of non-marital assets claimed by either party as well as the documentation identifying the nature and value of the party's marital assets. Said information is to be provided to the evaluator 3 days in advance of the second scheduled ENE session to provide sufficient time to prepare for that scheduled session, the date to be established at the initial ENE session.
4. Confidentiality. The parties will not:
 - a. Electronically record any of these proceedings without written consent of all participants.
 - b. Subpoena the evaluator or any records containing the notes of impressions of the evaluator.
 - c. Evidence produced during the ENE process that is not otherwise discoverable remains confidential. The parties and their counsel are prohibited from attempts to obtain through discovery or use as evidence any records deemed to be confidential under the ENE process.
5. Fees:
 - a. Fee for an FENE is \$300 per hour per party. Fee may be reduced when a party provides proof of income as set forth below.
 - b. For Financial Early Neutral Evaluation a sliding fee scale based on each individual's gross annual income.
 - c. This sliding fee scale already recognizes poverty disparities and *In Forma*

Pauperis funds shall not be utilized for Financial Early Neutral Evaluations.

- d. Parties may pay at different hourly rates.
- e. Fee Scale below

Gross Annual Income	Evaluator hourly rate
Party income \$0 - \$25,000	Party will pay \$25.00 per hour
Party income \$25,001 - \$50,000	Party will pay \$50.00 per hour
Party income \$50,001 - \$75,000	Party will pay \$75.00 per hour
Party income \$75,001 - \$100,000	Party will pay \$100.00 per hour
Party income \$100,001 - \$125,000	Party will pay \$150.00 per hour
Party income \$125,001 - \$250,000	Party will pay \$250 per hour
Over \$250,000	Party will pay \$300 per hour

Based on the information provided to me the Petitioner, _____, will be required to pay \$_____ per hour per Financial Early Neutral Evaluation session plus an additional \$_____ travel fee. The Respondent, _____, will be required to pay \$_____ per hour per Financial Early Neutral Evaluation session plus an additional \$_____ travel fee. All fees are payable in cash or money order and due at the end of the Financial Early Neutral Evaluation session directly to the neutral.

Services provided by the evaluator includes: preparation for FENE sessions, time meeting with the parties and counsel during the FENE 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.

6. Costs. The parties agree to pay for any miscellaneous costs with each party being responsible for the portion for which each Party is responsible. Such costs may include copying fees, 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.

DATED: _____, 2016

Petitioner

Respondent

Attorney for Petitioner

Attorney for Respondent

Neutral Evaluator

Neutral Evaluator Signature