

Parenting Coordinator Advance Deposit Fee Memorandum

Annette T. Burns, 2600 N. Central Avenue, Suite 900, Phoenix, Arizona, 85004 has been appointed Parenting Coordinator ("PC") in connection with the family court matter at Maricopa County Superior Court Case No _____. A Court Order dated _____, 2009 has been entered in that case, and that Order is made a part of this Memorandum as if fully set forth herein.

ADVANCE PAYMENT: Each party has paid the sum of \$_____ as an advance payment against services of Ms. Burns to be rendered as PC, in order to initiate appointments with the PC. I understand that this advance payment does not reflect the ultimate total fees that I may be charged in connection with this matter. This is not a flat fee or fixed fee matter. I further understand that the total fee will not be determined until completion of the work for which I utilize Ms. Burns as PC.

I further understand that Annette T. Burns' hourly billing rate for PC services is \$_____. Fees and costs ("costs" are as defined in this Agreement) will be charged against the advance payment I have paid until said advance payment is exhausted. At that time, at the discretion of Ms. Burns and upon consultation with me, I may be asked to replenish that advance payment. The request to replenish the advance payment will be based on the anticipated additional time and work necessary for completion or furtherance of the matter. I also understand that if fees exceed the amount paid as the advance payment hereunder, I will be responsible additionally for those fees as billed. Should this matter be resolved or terminated prior to the advance payment being exhausted, any remaining advance payment is refundable, shall be returned to me after application to the final bill.

I UNDERSTAND THAT NON-PAYMENT OF FEES PURSUANT TO THIS AGREEMENT IS A BASIS FOR MS. BURNS TO WITHDRAW AS PC. I FURTHER UNDERSTAND THAT MS. BURNS, IN HER CAPACITY AS PC, CAN APPLY TO THE COURT FOR A JUDGMENT AGAINST ME FOR UNPAID SERVICES RENDERED.

FEES: I understand that fees will be charged for all PC services done on my behalf, including but not limited to the drafting of reports; court appearances; correspondence; researching issues; conferences with each party or counsel for each party; conferences with other persons necessary to this case; telephone calls with each party, counsel, witnesses, or others regarding my case; and travel time. I will not be charged for routine overhead costs such as secretarial time.

COSTS: The "costs" that I may be charged include such items as the following: messenger fees, long distance telephone calls, special mailing costs, and other similar related costs. Payment of such costs are due and payable immediately upon my receipt of statement therefor. While Ms. Burns generally does not charge for postage done on a routine basis, more extensive charges of this nature (overnight or certified mail) may be charged at the discretion of Ms. Burns. Routine daily copying may be charged at the actual expense to the firm. In the event of large amounts of photocopying made necessary by this case, Ms. Burns may have a commercial photocopying firm make the copies, to be charged to me as a cost of this case.

I further understand that, unless agreed to the contrary by Ms. Burns and me, any outstanding bills for fees and costs in excess of the amount of the advance payment paid hereunder are to be paid in full upon presentation for payment made.

I further understand that should I fail to make payments in full within fifteen (15) days after receipt of a statement therefor, an annual interest rate of fifteen percent (15%), calculated monthly at the rate of one and one-quarter percent (1.25%), may be charged by the firm on any outstanding balance due for services rendered. **In the event I have questions or disputes concerning any billed item on any statement, those questions or disputes should be addressed to Ms. Burns within thirty (30) days of the date of that statement.**

_____ (Client's initials)

I have had explained to me by my own separate counsel the nature of the services to be rendered in connection with this type of legal matter, and I understand them. I recognize that upon commencing as PC, Ms. Burns cannot estimate or otherwise predict what total fees may be incurred to conclude her services, as she does not know the time which will be involved. The total work required on this case and thus the fees to be incurred depend on many factors beyond my control and beyond the control of Ms. Burns. I further understand that the work on this case and the final fee may be affected by the following factors:

1. The time expended by the PC working on this case.
2. The difficulty of the proceeding in the sense of the intensity of the emotions of the Parties, the level of cooperation demonstrated by all concerned, and the number of issues to resolve.
3. The time limitations imposed upon Ms. Burns by me, or the facts and circumstances of the case.
4. The duration and number of consultations and telephone calls with me concerning the needs in this case.

It has been explained to me that PC proceedings are sometimes lengthy and that the term of the initial PC appointment in this particular case is _____ Months. I understand that at the conclusion of that time period, at the discretion of the court, Ms. Burns may be re-appointed as PC and that this Fee Memorandum will continue in full force and effect if that occurs.

I recognize that Ms. Burns leases space in a building occupied by other attorneys and/or law firms, and understand that Annette T. Burns is not affiliated with those attorneys and/or firms in the practice of law or in the rendering of services as PC.

By signing this Agreement, I understand that I am representing that I have received a copy of this Memorandum and have read it carefully and understand it.

I agree to provide to Ms. Burns any assistance required from me, to at all times be truthful and forthright in discussing problems, and to disclose all information in connection therewith. I agree to keep Ms. Burns notified of my current addresses, home telephone number, employment, employment address, and employment telephone number at all times.

DATED this ____ day of _____, 200__.

Address: _____

Phone: _____

Email: _____

APPROVED:

Annette T. Burns

_____ (Client's initials)