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RETAINER CONTRACT: SECTION 30, CLRA ASSESSMENT

MOTHER: _____ D.O.B. _____
FATHER: _____ D.O.B. _____
CHILDREN: _____ D.O.B. _____
CHILDREN: _____ D.O.B. _____
CHILDREN: _____ D.O.B. _____

1. The parties to this agreement are the parents/guardians of the identified child(ren) and are unable to reach a mutually satisfactory plan for the custody and access of their child(ren) under their separate living arrangements.
2. The parties are strongly advised to obtain independent legal advice, particularly prior to signing any written agreement, to ensure that they are fully informed of their legal rights and obligations and legal implications of such an agreement.
3. The parents and/or the Court request that a mental health professional assess their family's situation to determine the needs of the identified child(ren) and the individual capacities of the mother and father to meet these needs. The father, mother, and child(ren) agree to submit to the assessment, along with any other members of the extended families that the assessor deems advisable.
4. Prior to proceeding with an assessment, a copy of the Court Order that orders the assessment pursuant to Section 30 of the Children's Law Reform Act, along with all other relevant orders and pleadings, must be provided to the Assessor. In the alternative to a Court Order, a written agreement between the parties shall be provided with this agreement detailing their acceptance of Ms. Sheldrick as the assessor for the purposes of conducting a custody and access assessment.
5. A verbal disclosure of recommendations will be provided to the parties and their respective lawyers at the completion of the assessment. Only when requested to do so will the assessor provide a full report of all the particulars that lead to the assessor's conclusion. The full report is requested when the parties are not able to settle the issues of custody and access following the assessor's verbal disclosure and is therefore needed to resolve the matter in litigation.

6. Any formal involvement by the Office of the Children's Lawyer in the custody and access proceedings shall constitute a conflict of interest and shall result in the immediate termination of the assessor's services and withdrawal by the assessor.
7. Ms. Sheldrick will conduct the assessment for the sole purpose of making recommendations for custody and access arrangements that would prove to be the most beneficial for the identified child(ren).
8. Services will be provided under the following terms and conditions:
 - a. Professional services are provided at a rate of one hundred and twenty (\$120.00) dollars per hour. Custody and access assessments typically take forty (40) to sixty (60) hours to complete, depending on if the parties, lawyers, and/or the Court request the assessment recommendations in writing.
 - b. Where applicable, postage, courier, and long distance telephone and/or fax charges are billed as disbursements. Travel related mileage will be billed at fort-four (\$0.44) cents per kilometre. The fee for travel is \$60.00 per hour.
 - c. Father is responsible for payment to Ms. Sheldrick for __%, and mother is responsible for payment to Ms. Sheldrick for __% of the final cost of the assessment, regardless of the therapist's recommendations.
 - d. A retainer in the amount of three thousand six hundred (\$3600.00) dollars, equivalent to thirty (30) hours of service is payable in accordance with the parties cost sharing agreement, in full, prior to the initial interview. Amounts received as retainers, are applied to the account. Once the retainer is down to six hundred (\$600.00) dollars, the parties will be requested to pay an additional retainer of three thousand six hundred (\$3600.00) dollars in order to continue the assessment.
 - e. The parties shall also be responsible for paying the assessor, for court attendance, a fee of four hundred and eighty (\$480.00) dollars per half-day. Court time in excess of four (4) hours on any given day shall be paid at a per day rate of nine hundred and sixty (\$960.00) dollars. Once requested to attend Court, eight (8) hours of preparation time shall be paid at a non-refundable rate of nine hundred sixty (\$960.00) dollars, regardless of whether the request by Counsel or either party for testimony by the assessor is rescinded. The parties agree that a retainer of two thousand eight hundred eighty (\$2880.00) dollars for preparation time and for two days of testimony shall be paid to Ms. Sheldrick for court attendance two weeks in advance of the assessor's attendance at court. Any residual fees remaining in the account at the conclusion of testimony shall be reimbursed by Ms. Sheldrick to the parties.
 - f. Final statements of account are payable in full. Thirty (30) days after the final statement, unpaid balances are subject to interest of fifteen (15%) percent per annum, charged monthly.
 - g. Any unused portion of the retainer will be returned with the final statement, reflecting, where applicable, the parties' cost-sharing arrangement.

9. The parties agree to ensure that any outstanding fees and disbursements related to the assessment have been paid in full prior to disclosure of findings and recommendations and the preparation and release of any written report.
10. **CANCELLATION POLICY:** Unless there is an emergency, Ms. Sheldrick must receive twenty-four (24 hours) notice to cancel a scheduled appointment, otherwise a charge for one hour (\$120.00) will be applied to the account.
11. Each of the undersigned acknowledges that he/she has read this contract and agreed to be bound by the terms set out above.

_____ Parent	_____ Witness	_____ Date
_____ Parent	_____ Witness	_____ Date

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____ Barrister & Solicitor, have reviewed the attached Custody and Access Assessment Service Agreement (the “Agreement”) and have fully explained to my client, _____ the meaning and intent of the Agreement and have given the client independent legal advice prior to the Agreement being signed. I have also explained to my client that the Agreement is a “domestic contract” within the meaning of the Family Law Act, and as such a court may set aside the Agreement under various circumstances about which I have informed my client. In my opinion, my client, understands the nature and consequences of this Agreement, and is not signing this Agreement as a result of any undue influence placed upon the client by any person. I hereby confirm that I am satisfied that my client is fully able to participate in the Custody and Access Assessment and is signing the Agreement voluntarily.

Date

Lawyer