

# Mitch Tacy

## Family Law Attorney

Office & Mailing  
155 E. Boardwalk Drive, #464  
Fort Collins, CO 80525

Phone (970) 213-5405  
mitch@tacylaw.com  
[www.tacylaw.com](http://www.tacylaw.com)

Office  
1635 Foxtrail Drive, #356  
Loveland, CO 80538

**RE: Mediation Services Information (Intake Form and Agreement attached)**

### Scheduling

Please contact Dorian Ryan to schedule your mediation. 970-214-8840. [dorian@tacylaw.com](mailto:dorian@tacylaw.com)

### Payment of Mediation Fees/Deposit

There is a payment link on my website ([www.tacylaw.com](http://www.tacylaw.com)). It is called LawPay. Use the LawPay logo/link for credit card payments; if paying by check, please use my Fort Collins mailing address. Do not make payment unless you (or your client) has been reviewed, and agreed to, all terms of the attached Mediation Agreement.

The Fee for mediation services is based on an hourly rate of \$275.00/hour. Client(s) will need to make a deposit of \$750.00. Billable mediation services include mediator preparation (review of documentation, pleadings, and position statements), mediation time, and any requested settlement or documentation drafting.

Each party will need to pay her/his share of the mediation (deposit) fee *two (2) days prior to the scheduled mediation*. If payment has not been received two days prior to the scheduled mediation, the mediation will be cancelled. If the mediation is cancelled with 48 hours advance notice, there is no charge, and the parties will receive a full refund of any deposit(s) made.

### Requested Documentation

To help me prepare for the mediation, please send me the following information:

- 1) **Please fill out (or have your client fill out) Mediation Intake Form and Mediation Agreement and e-mail back to us prior to mediation.** This form can be filled out electronically.
- 2) Documentation: the second page of the **Mediation Intake Form** contains list of requested documentation. Mediation will be much more productive to the extent that issues and client positions are identified in advance.
- 3) Please provide any other documentation, pleadings, orders, or reports that you believe are relevant to the mediation.

### Mediation Agreement

A Mediation Agreement attached. Please fill out information, sign, and bring a signed, physical copy to mediation. If you have any questions, please give Dorian or myself a call or send us an e-mail. Please do not make a mediation payment unless you have reviewed and consent to the terms of the Mediation Agreement.



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## Mediation Intake Form

### DOCUMENTATION REQUESTED FOR MEDIATION

**If property and/or debt division issues are in dispute, please provide:**

	Has This Information Been Provided to the Other Party (or Counsel)?	
Sworn Financial Statement	Yes	No
Proposed Assets/Debts Division (excel or PDF preferred)	Yes	No
Brief Position Statement	Yes	No

**If parenting or decision-making issues are in dispute, please provide:**

	Has This Information Been Provided to the Other Party (or Counsel)?	
Proposed Parenting Schedule	Yes	No
Proposed Decision-Making	Yes	No
Brief Position Statement (on parenting issues)	Yes	No

**If support and/or financial issues are in dispute, please provide:**

	Has This Information Been Provided to the Other Party (or Counsel)?	
Sworn Financial Statement	Yes	No
Proposed maintenance and/or child support worksheet calculation	Yes	No
Brief Position Statement (on support issues)	Yes	No

***Please provide any other relevant documentation, pleadings, information, etc.***

CHECK IF ANY OF THE FOLLOWING APPLY:

Party is concerned about being in the same room with the other party because (please describe): \_\_\_\_\_

Attorney (if any) and Client will attend mediation together.

Party will attend mediation without Attorney present.

Party and/or Client will attend mediation by phone (please describe circumstances):

\_\_\_\_\_

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### Agreement to Mediate

This agreement sets forth the understanding of the parties listed below concerning the mediation services provided by Mitch Tacy (hereinafter referred to as the Mediator). This agreement shall pertain only to matters arising during the mediation.

**1. Legal and Professional Advice.** I/we understand that mediators are not legal advisors and can not provide legal advice to any party involved in mediation. I/We agree to obtain legal or other professional advice on any issues pertaining to my/our case, and I/we will not rely upon the Mediator for such advice. I acknowledge and understand that the Mediator is not responsible for any issues not raised by us during the course of mediation.

**2. Confidentiality.** I/We understand that participants in mediation should feel free to communicate about sensitive issues without fear that the mediator could later be called as a witness against them. Therefore, I/we agree that the discussions and communications held during mediation should be confidential, and that the Mediator who attempts to assist us in resolving our dispute shall not be called as a witness in court to testify to facts concerning or relating to the subject matter and issues being mediated. I/We agree that I/we may not subpoena documents or information about our mediation, which may have been retained by the mediator in connection with the work performed during mediation. It is understood, however, that mediators are not required to maintain confidentiality if they have reason to believe a child is in need of protection or either party is in danger of bodily harm. I/We are aware that CRS §13-22-311(1) does not require parties to mediate if one of the parties claims that he/she has been a victim of abuse and is unwilling to mediate. I/We agree that the Mediator may discuss the mediation with our attorneys; however, nothing disclosed to the Mediator in confidence by one party will be discussed with the other party or her/his attorney without consent.

**3. Resolution.** In consideration of receiving services from Mitch Tacy, I/we agree to enter into this mediation in good faith. I/We will sincerely attempt to resolve the issues of this dispute. I/We understand that I/we are not required to enter into any agreement and that any resolutions resulting from this mediation are entered into voluntarily.

**4. Fees.** I/We agree to pay the fees associated with this mediation as outlined below (my signing here acknowledges as well that I have read and reviewed these fees and policies).

The parties will pay Mitch Tacy \$250.00 per hour for mediation services. Mediation services include mediator-preparation (review of documentation, pleadings, and position statements), mediation time, any requested agreement or document drafting, and any other services rendered in the mediation process.

The initial deposit for mediation is \$750.00. Actual charges for mediation time, preparation time, etc. may vary. If additional time/services are rendered, additional payment will be made upon completion of each meeting and prior to setting further appointments.

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The parties may agree between themselves how the mediation fees are to be divided; however, both parties shall be jointly and severally responsible for the entire fees.

Each party will pay her/his share of the total mediation fees two (2) days prior to the scheduled mediation. **If payment has not been received two days prior to the scheduled mediation, and no other arrangements have been made, the mediation session will be cancelled.**

Cancellation/Refunds. I/We understand and agree that without appropriate notification to Mitch Tacy of cancellation, the parties will not receive a refund of their mediation deposit. Appropriate notification means providing notice of cancellation, in writing or by personal telephone contact to 970-213-5405, a minimum of 48 business hours prior to the scheduled mediation.

I/We have reviewed, and I/we agree to the above terms and policies.

Petitioner

Co-Petitioner/Respondent

\_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

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Address

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Address

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City State & Zip

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City State & Zip

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Attorney Name

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Attorney Phone & E-mail