



Agreement for Consultation

*Plans fail for lack of counsel,
but with many advisers they succeed.
Proverbs 15:22*

This Agreement for Consultation is between Ambassadors of Reconciliation of P.O. Box 81662, Billings, MT 59108, as the provider of consultation services (hereinafter referred to as “we”), and _____ of _____ (address), as the client (hereinafter referred to as “you”).

Our goal at Ambassadors of Reconciliation is to help guide Christians involved in conflict to remember their reconciliation with God and to reconcile with one another as children of God (2 Corinthians 5:16-21). **We believe** that the Bible provides thorough guidance and instruction for faith and life (2 Timothy 3:16-17). Therefore, beginning with what God has done for us through Christ, we base our services on scriptural teachings rather than those of secular psychology or psychiatry. God’s Word urges us to live in peace with each other by promoting understanding, personal responsibility, justice, and reconciliation (Romans 12:1-21).

Description of Services – Ambassadors of Reconciliation offers different levels of Christian reconciliation services. We provide **conflict coaching, consultation** and **written resources** to help individuals and church leaders explore ways to resolve disputes personally and privately. We also provide **mediation**, an informal process in which one or more mediators meet with all of the people involved in the conflict to help them arrive at a voluntary settlement of their differences. When congregations or other organizations struggle with conflict, we provide **conflict intervention services**, which include *teaching, interviewing* for gathering data and coaching, *mediating* a few key parties, *evaluating* data, and *reporting* findings and recommendations. Finally, we provide **arbitration**, a more formal process in which one or more arbitrators hear each side’s arguments and render a legally binding decision. All of our services are provided according to the *Rules of Procedure* found in *Guidelines for Christian Conciliation* published by Peacemaker Ministries®. The *Rules* are incorporated in this agreement by reference as set forth in their entirety. (The *Rules* can be viewed online at www.peacemaker.net; type “Rules” in the search box, then select “Rules of Procedure for Christian Conciliation”).

This agreement is for consultation services only. If you decide to proceed with mediation, intervention or arbitration, we will provide you with a more detailed agreement on services, mutual expectations, and fees.

Authorized Representatives – If you are a church or other organization, you authorize the following individuals to access consultation services (name and title):

Consultation Fees – Our consulting fees are charged at \$150.00 per hour for actual consultation and preparation time, plus expenses. A daily maximum of \$1,200.00 applies when hours exceed 8 per day. A weekly maximum of \$6,000.00 applies when hours exceed 40 hours in one seven-day continuous period of time. Travel time is charged at half the normal rate. Expenses include such things as long distance phone calls, materials, and traveling expenses (i.e., meals, transportation, lodging, etc.).

Retainer – You agree to pay a retainer deposit of \$_____ to cover anticipated fees and costs, or authorize charges to VISA or MasterCard credit card # _____ (Exp. Date _____) for payment of services. You agree to pay for any charges not covered by

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE MONTANA ARBITRATION ACT, TITLE 27, CHAPTER 5, MONTANA CODE ANNOTATED.

the retainer deposit or credit card. Any unused balance of the retainer shall be refunded to you after all fees and expenses have been paid.

Not Legal Representation – Christian reconciliation services may be used to resolve legal disputes (Matthew 5:23-26; 18:15-20; 1 Corinthians 6:1-8). Even so, our reconcilers *do not* provide the kind of legal advice and advocacy that can be obtained through a personal attorney. We work with and for all of the people in a dispute, helping them to find a mutually satisfactory agreement. Therefore, if you are concerned about your legal rights, you should consult with an independent attorney who would be willing to accompany and advise you, if you deem it necessary, during the reconciliation process.

Confidentiality is an important aspect of the reconciliation process and **we will carefully guard the information you entrust to us**. To ensure that you are receiving consistent counsel and support, however, **we need to be able to discuss your situation with your attorney**, if you have one, **and with appropriate leaders of your church and/or synod**. Furthermore, **we may need to divulge information to appropriate authorities** if there is a clear indication that someone might otherwise be harmed (see *Rules of Procedure* 16 and 17). We ask that **you agree** not to discuss our communication with people who do not have a necessary interest in the reconciliation process. By participating in this process, **you agree** to treat all dealings with us in regard to this dispute as settlement negotiations, which means they will be inadmissible in a court of law or for legal discovery (*Rule* 16). Furthermore, **you agree** that you will not try to force any reconciler to divulge any information acquired during reconciliation or to testify in any legal proceeding related to this dispute.

Our Commitments to You – We desire that parties be given the opportunity to tell their story in a safe environment and to lay their burden at the foot of the cross. To that end we will:

- Listen with caring, compassionate concern, seeking to understand and to be supportive.
- Provide you with the opportunity to tell us what is needed for healing and restoration.
- Bring the Gospel to bear as we have opportunity, including confession and forgiveness.
- Provide biblical coaching to help you live out your vocation as children of God in your disputes.
- Keep confidences, only reporting to authorities what is appropriate or required by law (see above on *confidentiality*).
- Make recommendations for the development of future reconciliation ministries and other support groups within the church as may be appropriate to your situation.

Christian Conciliation Clause – The individuals and representatives of organizations who are parties to this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically based mediation and, if necessary, legally binding arbitration before arbitrators designated by Peacemaker Ministries® and in accordance with the *Rules of Procedure for Christian Conciliation* published by Peacemaker Ministries. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Signed by:

Ambassadors of Reconciliation

Client _____

by _____ / _____

by _____ / _____

Title: _____ Date _____

Title: _____ Date _____