

Service Agreement Terms & Conditions

We the undersigned understand and enter into this agreement under the following terms:

WE UNDERSTAND BALANCING POSITIONS PROVIDES PERSONALIZED ALTERNATIVE DISPUTE RESOLUTION SERVICES. BALANCING POSITIONS IS A COOPERATIVE OF TRAINED ALTERNATIVE DISPUTE RESOLUTION PROFESSIONALS WHO USE A PARTICULAR SET OF SKILLS AND STRATEGIES TO SUPPORT PARTICIPANT'S ABILITY TO ENGAGE IN, MANAGE, OR RESOLVE CONFLICT. BALANCING POSITIONS DOES NOT, AND WILL NOT PROVIDE LEGAL ADVICE, REPRESENTATION, THERAPY, COUNSELING, OR CASE MANAGEMENT.

1. You agree to participate in all services in good faith. *Good faith: to act honestly and with a sincerity of intention.* Refer to your Conflict Resolution Specialists (CRS) for further explanation. At any point during services you choose not to participate in good faith, it will be at the CRS's discretion to continue.

2. You will cooperate with the Balancing Positions team during the duration of your service in a manner, which is effective to meeting your service goals.

3. All services are voluntary. You can terminate services at at-will.

Refund policies will apply

4. The Balancing Positions team members are third-party neutral Participants in the service process and do not have a vested interest in the outcomes. The Balancing Positions team member will not favor one participant over another; will not serve as a judge, arbitrator, advocate, therapist, counselor, or attorney during the execution of services; and will immediately disclose any known conflict of interest.

5. There are instances when participants may need to consult with an attorney, or may be advised to escalate their matter to the court systems. *Balancing Positions always encourages participation at the most informed level and will provide recommendations accordingly to preserve each participant's legal rights.*

Refund policies will apply

6. All mediation services are conducted in accordance with the WA Uniform Mediation Act (Chapter 7.07 RCW), and in accordance with all local, state, and federal laws. Lighthouse Holdings LLC DBA Balancing Positions is a registered LLC with the WA Secretary of State. If you have any further questions please contact our Operations Administrator at (509) 460-3104.

7. You agree to the following items:

- All services rendered are being done so in a manner that is confidential. Balancing Positions discards notes or any other materials provided during the course of services. Exclusions are court orders, service agreements, settlement agreements, and any internal materials created to facilitate the delivery of agreed upon services. Balancing Positions acknowledges the Participants right to waive confidentiality. All Participants must agree to waive confidentiality and it must be done so in writing. Balancing Positions may use non-identifying information for marketing and training purposes.
- You agree not to disclose any information obtained during your participation or record services in any manner without prior approval of the Administrator. The following exceptions apply: Service Agreements/Proofs of Service, any/all written agreements, threats of violence, plans to commit or conceal criminal activity, abuse/neglect of a vulnerable person, and any acts that can be deemed professionally inappropriate and/or illegal. Any actions that violate these terms will be immediately reported to the appropriate authorities. Balancing Positions will pursue and utilize any remedies available to them within the law to protect their assets and legal rights.
- Balancing Positions will comply with any properly obtained court orders received by our Administrator.

8. You agree to pay all service fees accordingly

Refund policies will apply

- The deposit must be paid within 7 days of receiving a quote. Participants may elect to pay the total fees.
- Balances must be paid within 7 days of receiving an invoice, but no later than one week prior to a scheduled session.
- **It is at the discretion of Balancing Positions to deliver services for which fees have not been paid in full.**
- You agree that the Balancing Positions team members have the final discretion regarding scheduling, cancellations, and the refusal to proceed with your services.

Purchasing services does not guarantee a settlement or resolution.

Refund policies will apply

REFUND POLICY – Balancing Positions is committed to providing convenient and cost-effective services to our Participants.

We are mindful of our pricing practices and have attempted to create the most flexible refund policy possible.

For questions regarding payments please contact the **Operations Coordinator at (509) 460-3104.**

1. Deposits are non-refundable.

- Participants are permitted to reschedule services once within a 90-day period if Balancing Positions is notified 48-hours prior to a scheduled session.

2. Invoices must be paid in-full prior to a refund being considered.

3. Invoices are eligible for a 50% refund if the services are cancelled 72-hours or more prior to the initial scheduled session.

4. SERVICES CANCELLED WITHIN 72-HOURS OF A SCHEDULED SESSION WILL NOT BE ELIGIBLE FOR A REFUND.

9. You agree not to subpoena any persons working for or with Balancing Positions at any time regarding service related issues. You further agree to hold these persons harmless if you are not completely satisfied with the outcome of your services. You acknowledge that the Balancing Positions team will not complete any work for or on your behalf externally to this service process. *One of the most amazing benefits of Balancing Positions is the empowerment of Participants to lead the change in their circumstances. Our trained professionals will offer guidance, but ultimately respect the Participants ability to make the best decision for their needs. We ask as a Participant of the Balancing Positions service process that you commit to the process, its integrity, and your accountability to how you engage in that process.*

- You agree not to initiate contact with the Balancing Positions team members outside of the service process.
- Balancing Positions retains the right to disclose participant's efforts to schedule services, participant's attendance, the duration of service sessions, and the status (on-going/cancelled/resolved) of services without the written consent of the participant's if the requestor provides the participants service number. Any request made without this information will be denied, unless accompanied by the proper court orders.

10. You agree to hold Balancing Positions harmless and further agree not to take any legal action against Balancing Positions in regards to any service issues/disputes. You and an agent of Balancing Positions choosing will participate in a mediation to resolve any escalated service issues. In these circumstances, the Participant must participate in all resolution activities prior to the escalation of the matter. The mediation will be completed by an outside agency at no cost to the participant if the matter cannot be resolved at a lower level.