

Property Exchange / Inventory Guidelines & Agreement

Property Exchange

Property Inventory

PRINTED NAME: _____

Property Exchange / Inventory Procedures

- 1) Non-compliance with the guidelines or challenging the authority of the agent may lead to the termination of the service. This is at the discretion of the agent(s). Both parties will adhere to the agent's guidance at all times during the Property Exchange/Inventory.
- 2) Cancellation of the Property Exchange/Inventory requires a 48 hours advance notification. If the Exchange/Inventory is cancelled with less than 48 hours' notice, the agent(s) will be paid as if the Property Exchange/Inventory had occurred.
- 3) Fees for services shall be paid in full prior to the start of the Property Exchange/Inventory.
- 4) A \$60.00 initial consultation / registration fee for services will be required.
- 5) A \$50.00 fee will be charged for checks that are returned to Family Solutions Inc.
- 6) Hourly charge for the Property Exchange is \$120.00 for two agents (two agents are required due to the possible volatility of the interaction between the parties). Hourly charge for the Property Inventory is \$95.00 for one agent. No special fees will apply for weekends or holidays. A minimum of 2 hours will be billed.
- 7) If any director, agent, or employee is subpoenaed to court to testify a \$500.00 retainer must be paid 72 hours in advance of the court time and a fee of \$60.00 per hour, per agent, will be billed against that retainer. All hourly rates and expenses will be deducted from the retainer. The retainer will cover all travel time, court time, depositions, waiting time, case preparation and parking fees. The retainer will be the responsibility of the party issuing the subpoena.
- 8) Property Exchange/Inventory will be cancelled if either party is suspected of being under the influence of alcohol, non-prescription drugs, or exhibiting irrational behavior.

Rules of Conduct

The following is prohibited during the Property Exchange/Inventory:

- 1) Inappropriate foul language, shouting, threats of violence, or abuse.
- 2) Weapons or any articles that could be used a weapon at site of the Property Exchange/Inventory.
- 3) Contact or confrontation between parties during Exchange/Inventory of property.

Property Exchange / Inventory Guidelines & Agreement (cont'd)

Please Note

- 1) Except for late cancellations and emergencies, calls to Family Solutions Inc. should be made Monday through Friday between the hours of 9:00 am and 5:00 pm.
- 2) The objectives of Family Solutions Inc. are to provide an independent third party witness and facilitate appropriate interaction during the Property Exchange/Inventory.
- 3) This agreement must be completed and signed by both parties involved prior to FSI scheduling the Property Exchange/Inventory. **All relevant court orders must be provided to FSI. No weapons of any means will be exchanged/inventoried unless it is agreed upon and approved by FSI prior to the date of the Exchange/Inventory.**
- 4) Family Solutions Inc. does *not* serve as security guards. If any situation arises that may create an imminent threat or involve any criminal behavior, the agent(s) will contact local law enforcement authorities for intervention.

I have read and received a copy of these rules. I understand that Family Solutions Inc. reserves the right to revise and or change policies at any time or modify rules on a case by case basis. My signature indicates I understand these rules and agree to these rules. I understand that the information gathered during Property Exchange/Inventory may be released to the court and others authorized by the court to have such information. I understand that if I do not comply with these rules set forth, the Property Exchange/Inventory may be suspended or terminated and notice of such maybe provided to the court. I further acknowledge that I was given the opportunity to consult with an attorney prior to signing this release.

I hereby release, waive, discharge, and not to sue, Family Solutions Inc., their directors, officers, agents, and employees from any and all liability, claims, demands, actions and causes of action what so ever arising out of or related to any loss,, of damage, injury, including death, that may be sustained by me, or any family member, or any property belonging to me, while participating in any related events associated with the Property Exchange/Inventory.

I further understand and hereby agree(s) to hold harmless and indemnify Family Solutions Inc., its directors, officers, agents and employees from any liability sustained by Family Solutions Inc. as a result of negligent, willful, and intentional acts of said participant including expenses incurred.

SIGNATURE: _____ **DATE:** _____