



**BRAINS AND
BUSINESS LLC**

☎ 331-223-4640

✉ amy@amywilhelmi.com

📍 1500 N Halsted, 2nd Floor, Chicago, IL 60642

Welcome to Brains and Business LLC,

We are an environmentally friendly company and paperless!

Your Divorce Mediation Registration (Intake) Forms are available in this document. Please fill out all the forms that apply to you, your Family Group or your child. Once you complete the forms that apply to you, send them to amy@amywilhelmi.com. This will allow your assigned provider to know details about you even before the first appointment.

Again, thank you for choosing Brains and Business LLC as your service provider. We strive to provide you with the best care to meet your needs.

Very Appreciative,

Amy Wilhelmi

CEO/Administrator

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Agreement to Provide Divorce Coaching Services

Divorce coaching is a flexible, goal-oriented process designed to support, motivate, and guide people going through divorce to help them make the best possible decisions for their future, based on their particular interests, needs, and concerns. A divorce coach is trained to help you answer the questions that are preventing you from moving forward from where you are today.

When you work with a coach, one of the first steps is to look at the immense confusion that you will inevitably feel in two ways: the shock and stress of thinking about divorce, and the experience of being in the divorce process. And the mix of emotions you face after you've signed the divorce papers — when you are starting over.

A seasoned coach helps you with the practical, financial, and legal challenges of divorce. It includes all those questions about your budget, the rent, the mortgage, the college funds, the organization of those papers, and your life. It's an assessment of where you are now and where you want to go. It involves understanding that your ability to weather this experience depends on the support you create for yourself now.

There are many divorces that require such an understanding of the law and your legal options that it's best to build a network, a literal team of people you can discuss every angle of divorce with. Divorce coaches (the good ones) are able to connect you with the right people, financial advisors, lawyers, mediators, accountants, and even accompany you if necessary to those meetings and to court. The truth is, you will likely feel so overwhelmed by the process that you'll want your coach to act as your stenographer, taking notes. The divorce process is one thing you start to learn, and the grief- your divorce recovery is another.

What a divorce coach can't do is guarantee that you won't have emotional vacillation, or that you won't have to face things that are frightening, or that you won't face moments that you never intended to face.

Divorce is stressful. It affects your brain, your body, and your heart. Divorce support is meant to support you across every obstacle, every challenge, every experience. It's the up and over, "Let's not just talk about it" approach. It's what step is today? What step tomorrow? And it's a soft, safe place to land when it needs to be.

What we know for sure is that, while the experience of divorce is felt across every country, every culture, every creed, the most empowering element is choosing to not go it alone, but choosing the right person to hold space for you during this horrific experience. And the right person to help you reboot and create your best life starting now.



Parties agreeing to Mediation Services:

We sincerely intend to resolve the conflicts and issues arising out of the separation through mediation. We intend to attempt to avoid the bitterness and frustration that often occurs during the transition of a relationship by engaging in a process that allows for open communication and joint decision-making.

We are choosing mediation with the intent to create an agreement that settles major areas of differences of opinion that include the allocation of property, decisions related to finances and support, and where appropriate, all issues related to the children. We intend for any agreement that we reach shall to be fair and to represent the interests of both of us.

We agree to and understand the following:

1. Cost of Mediation Services

The mediator's rate for mediation services is **\$300** per hour for all time spent in conducting the mediation, which includes in-person meetings or telephone calls, contact with any third parties such as attorneys, drafting of documents, and other substantial work. We agree to pay the fees for in-person meetings at the end of each session. We also agree that each of us shall be jointly and severally liable for the mediator's fees and expenses.

2. Deposit on Account

In order to cover the mediator's work that is anticipated to be completed outside of the mediation session, which includes possible drafting of the Memorandum of Understanding, we agree to pay a deposit on account of **\$3,500**, due at the initial session. Any amount not used by the mediator will be refunded to us within 30 days after the completion of mediation.

Clients will get a statement at the end of each month that represents the current work completed and any outstanding balance as mediation services may exceed the initial deposit. If it exceeds **\$3,500** clients will be charged subsequent deposits until work is completed.

3. Privacy of Mediation Services

We agree that neither of us will ask the mediator to testify at any proceeding, or subpoena the mediator as a witness at any court hearing or other proceeding related to the subject of the mediation. We also agree not to subpoena any records related to the mediation. If either of us asks the mediator to appear or subpoenas either the mediator or the records, that party shall pay all the mediator's fees and costs incurred in the quashing of the subpoena or to keep the mediator from appearing.



4. Confidentiality

The mediator will treat all information provided during the mediation sessions as confidential except as required by law. The mediator will destroy all notes and taken during the mediation within one month after the mediation is completed. We understand that the mediator may disclose:

1. threats of harm to either of us or to someone else
2. illegal acts
3. child abuse
4. elder abuse

5. Full Disclosure

All parties agree to fully and honestly disclose all relevant information and documents as requested by the mediator and all information requested by the other party to the mediation if the information is relevant to the mediation process.

6. Separate Meetings

We understand that either the mediator or one of us may request separate meetings when anyone believes that this may be helpful in the process.

7. Changes in Property or Other Financials

During the mediation process, all parties agree to refrain from transferring, concealing, or in any way disposing of tangible or intangible property without the discussion and agreement of the other. In addition, the parties agree not to make any changes with their parenting arrangements without discussion and agreement.

8. Use of Attorneys

We acknowledge that we are encouraged to consult with attorneys who can advise us concerning our legal rights and the consequences of various discussions as they arise in the course of mediation. We also acknowledge that we are encouraged to consult with financial professionals for advice about the financial and tax consequences of our potential decisions.

9. Termination of the Mediation

Mediation is a voluntary process. We understand that any person in mediation may terminate the mediation at any time. Parties agree that any paperwork completed, created or initiated, whether finished or not, through Brains and Business Divorce Mediation is the property of Brains and Business LLC and if services are terminated that paperwork remains the property of Brains and Business LLC.



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10. Notice of a Reschedule or Cancellation

We understand that a notice of a rescheduled appointment or a cancellation must be given to the mediator not less than two full business days in advance of the appointment. Otherwise, a full charge will be made for a late charge.

We have read the terms of this agreement and are willing to agree to them.

Signature

Printed Name

Date

Signature

Printed Name

Date





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Divorce Coaching Fee Agreement

I, _____, ("Client") hereby agree to Divorce Coaching Services ("Services") provided by Amy Wilhelmi, LMFT a Trained Divorce Mediator through Northwestern University.

Client agrees to pay for Services through Brains and Business LLC ("Company") at the hourly rate of \$300.00 per hour.

Client agrees to pay \$3,500 as a retainer, to Company to be applied against for services rendered. When the retainer is used, Client agrees to replenish the retainer, in full, and understands that if the retainer is not replenished there may be a gap in services.

Upon successful completion or termination of services, the remaining amount of the retainer will be returned to the Client.

Signature

Printed Name

Date

Signature

Printed Name

Date



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Credit Card Information

Brains and Business LLC requires that all patients have a working credit card on file. This assists in the collection of payments due at the time of service and balances that accrue. Account numbers are kept secure. Charges and fees are described in the Benefits Inquiry and Informed Consent.

I authorize Brains and Business LLC to process payments on my credit/debit card for any and all balances that may accrue on my behalf. I understand that there is a transaction fee of \$5 for every credit or debit card transaction made to my card.

Name as it shows in the card: _____

Card Number: _____

Card Type: Visa MasterCard Flexible Spending Account (FSA/HSA) American Express

Expiration Date: _____

Security Code (3 digits in the back of the card, 4 digits for AMEX): _____

Card Holder's Billing Address: _____

My signature authorizes this card to be billed as charges accrue, if I do not bring my payment by cash or check at the time of service:

Signature _____ Date _____



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Release of Information/Waiver of Confidentiality

I/We agree that [Name], mediator, may contact:

Name Telephone: _____

Name Telephone: _____

Name Telephone: _____

Name Telephone: _____

To discuss the following:

- The referral of my/our case/conflict to the mediator for the possible provision of dispute resolution services.
- Issues arising out of the mediation of my/our case/conflict (if issues involve all parties, signatures of all required)
- The settlement of my/our case/conflict, including providing a copy of the Memorandum of Understanding, if appropriate (signatures of all parties required)

Other as specified:

My/our signature(s) on this document serves as a release to allow all the professionals specified herein to communicate freely with each other regarding the above matters.

I/we authorize the mediator to provide a copy of this document to those professionals noted above with whom the mediator communicates.

Signature/Date: _____

Signature/Date: _____

Accepted by Mediator (Signature)/Date : _____



Mediation Financial Form - Current & Anticipated

Income: This form is useful for those who are still living together but planning to separate in the near future.
Note that the monthly amount is either annually divided by 12 or weekly multiplied by 52 and then divided by 12.

1. Salary & Other Income	Current Monthly	Anticipated Monthly
Salary Before Deductions		
Other Income (Self-Employed/1099/Tips, etc.)		
Alimony/Spousal Support Received		
Child Support Received		
Income from Rental Property		
Interest/Dividend Income Received		
Income from Trust Fund		
Tax Refunds		
Gifts From Family or Others		
Other (Specify)		
Other (Specify)		



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Mediation Financial Form - Current & Anticipated

2. Total Gross Income : <i>Expenses</i>	Current Monthly	Anticipated Monthly
<i>Expenses: Deductions from Salary</i>		
Federal Tax		
State Tax		
Social Security		
Medicare		
Union Dues		
Health Insurance		
Dental Insurance		
Disability Insurance		
Term Life Insurance		
Vision Insurance		
401K		
Pension		
Savings		
Other (Specify)		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Deductions from Salary</i>		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Not Deducted From Salary (Self-Employed, etc)</i>	Current Monthly	Anticipated Monthly
Estimated Federal Tax Payments		
Estimated State Tax Payments		
Health Insurance		
Dental Insurance		
401K		
Savings		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Deductions from Income</i>		

<i>Expenses: Housing</i>	Current Monthly	Anticipated Monthly
Mortgage		
Rent		
Home Equity Loan		
Real Estate Property Tax <i>(if not included in mortgage)</i>		
Homeowner's Insurance		
Homeowner's Assn. or Condo Fees		
Renter's Insurance		
Other (Specify)		
<i>Subtotal: Housing Expenses</i>		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Utilities & Care of Property</i>	Current Monthly	Anticipated Monthly
Cable/DSL/Satellite		
Electric		
Gas		
Oil		
Home Repairs		
Pest Control		
Snow Removal		
Telephone – Home Land Line		
Telephone – Cell Phones		
Telephone- Other		
Trash Service		
Water/Sewer		
Cleaning Service		
Pool Service		
Lawn and Garden Service		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Utilities Expenses</i>		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Transportation</i>	Current Monthly	Anticipated Monthly
Gas		
Car Payment		
Car Rental/ Zip Car		
Car Wash/Detailing		
Parking		
Tolls		
Public Transportation/Car Pool/T Passes		
License/Registration		
Tax		
Auto Insurance		
Car Repair/Service		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Transportation Expenses</i>		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Household & Personal</i>	Current Monthly	Anticipated Monthly
Cigarettes/Tobacco		
Cleaning Supplies (<i>if not included in groceries</i>)		
Clothing		
Donations – Cash (<i>charities, church, etc.</i>)		
Dry Cleaning, Laundry		
Dues and Memberships		
Entertainment (<i>movies, rentals, etc.</i>)		
Furniture/appliance repair/replacement/maintenance		
Gifts		
Haircuts/ Care		
Health Club/Spa		
Hobbies/Lessons		
Liquor/Beer/Wine		
Makeup		
Misc Household Supplies		
Newspaper, Books, Magazines		
Pet care (<i>food, vet, grooming, supplies</i>)		
Postage/Shipping		



Mediation Financial Form - Current & Anticipated

<i>Expenses: Household & Personal</i>	Current Monthly	Anticipated Monthly
School for Self		
Self-Care – Massages, Pedicures, Manicures, etc.		
Snack Foods		
Toiletries		
Vacations		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Household & Personal Expenses</i>		

<i>Expenses: Groceries/Meals/Snacks</i>	Current Monthly	Anticipated Monthly
Groceries		
Meals Out		
Food at Work		
School Lunches/Snacks		
Special Diet Meals/Foods		
Coffee/Donuts		
Water		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Groceries/Meals/Snacks Expenses</i>		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Financial/Business Related</i>	Current Monthly	Anticipated Monthly
ATM Fees		
Bank Fees		
Minimum Required Credit Card Payments & Fees		
Professional Association Memberships		
Professional Licensing Fees		
Work Related Events (<i>meetings, etc.</i>)		
Work Gifts & Donations (<i>if not included elsewhere</i>)		
Tax Preparation/Accounting Fees		
Legal Fees		
Business Costs For Self Employed		
Unreimbursed Travel Expenses		
Savings (<i>if not included elsewhere</i>)		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Finances Business Related Expenses</i>		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Health/Life Insurance & Health Care</i>	Current Monthly	Anticipated Monthly
Health Insurance		
Dental Insurance		
Disability Insurance/Long Term Care Insurance		
Vision Insurance		
Life Insurance		
Medical Deductible		
Medical Payments (<i>out of pocket</i>)		
Dental Payment (<i>out of pocket</i>)		
Eyeglasses/Contacts/Eye doctor (<i>out of pocket</i>)		
Prescriptions (<i>out of pocket</i>)		
Counseling/Therapy (<i>out of pocket</i>)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Subtotal: Health/Life Insurance Expenses		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Other Loan & Tax Payments</i>	Current Monthly	Anticipated Monthly
Student Loans		
IRS/State Tax Payment Arrangements		
Personal Loan Payments to Family/Friends/Others		
Loan Payments on Behalf of Someone Else		
Quarterly Estimated Tax Payments		
Other (Specify)		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Other Loan/Tax Payment Expenses</i>		



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Mediation Financial Form - Current & Anticipated

<i>Expenses: Children</i>	Current Monthly	Anticipated Monthly
Allowances		
Camps		
Cash in Addition to Allowances		
Child Care/After School Care/Sitters		
Clothing/Uniforms		
Clubs		
Entertainment (<i>if not included elsewhere</i>)		
Gifts to Children		
Gifts to Other Children		
Lessons/Sports		
Lunch Money		
Personal grooming (<i>haircuts, makeup, etc.</i>)		
School Supplies		
School Tuition		
Transportation		
Vacations/Travel (<i>if not included elsewhere</i>)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		



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Mediation Financial Form - Current & Anticipated

<i>Complete below for child portion of expenses only</i>	Current Monthly	Anticipated Monthly
Medical Deductible		
Medical Payments (<i>out of pocket</i>)		
Dental Payments (<i>out of pocket</i>)		
Eyeglasses/Contacts/Eye doctor (<i>out of pocket</i>)		
Prescriptions (<i>out of pocket</i>)		
Counseling./Therapy (<i>out of pocket</i>)		
Entertainment (<i>if not included elsewhere</i>)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
<i>Subtotal: Total for Children Expenses</i>		



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Mediation Financial Form - Current & Anticipated

<i>Bring down subtotals from each category above</i>	Current Monthly	Anticipated Monthly
Deductions From Salary		
Deductions From Income		
Housing		
Utilities & Care of Property		
Transportation Expenses		
Household & Personal Expenses		
Groceries/Meals/Snacks		
Financial/Work Related Expenses		
Health/Life Insurance/Health Care		
Loan & Tax Payments		
Children		
<i>Total Expenses:</i>		
<i>Total Gross Income:</i>		
<i>Total Expenses:</i>		



Overview of Separation and Divorce Issues

This is a partial list of typical issues that are covered during mediation of separation and divorce.

CHILDREN

- PARENTING DECISION-MAKING
- PARENTING SCHEDULE
- LIVING ARRANGEMENTS
- CHILD SUPPORT
- MEDICAL & DENTAL INSURANCE AND UNREIMBURSED EXPENSES
- LIFE INSURANCE FOR THE BENEFIT OF THE CHILD(REN)
- DISABILITY INSURANCE
- EDUCATION EXPENSES
- SPECIAL EVENTS, ACTIVITIES EXPENSES
- RELIGIOUS EDUCATION AND DECISION-MAKING
- TRAVEL, INCLUDING INTERNATIONAL
- TRANSPORTATION
- CONTACT DURING TIME WITH OTHER PARENT
- MOVING
- TAX ISSUES

PROPERTY

- MARITAL HOME (TITLE, VALUATION, DIVISION, INSURANCE, MAINTENANCE AND REPAIRS DURING MEDIATION AND AFTER)
- OTHER REAL ESTATE
- VEHICLES (AUTOMOBILES, BOATS, MOTORCYCLES)
- FURNITURE AND HOUSEHOLD ITEMS
- ARTWORK, ANTIQUES, SPECIALLY VALUED OR INSURED ITEMS
- PERSONAL PROPERTY (CLOTHING, JEWELRY, FURS, BOOKS)
- RETIREMENT ACCOUNTS (401(K) PLANS, IRA'S, PENSION PLANS, PROFIT SHARING, ETC.)
- BANK ACCOUNTS (CHECKING, SAVINGS, CERTIFICATES OF DEPOSIT, MONEY MARKET)
- SECURITIES (STOCKS, BONDS, MUTUAL FUNDS, OPTIONS)
- BUSINESS INTERESTS (PARTNERSHIPS, SOLE PROPRIETORSHIPS, OTHERS)

SPOUSAL SUPPORT/ALIMONY

- WILL THERE BE SPOUSAL SUPPORT?
 - AMOUNT
 - FREQUENCY
 - DURATION
 - TAX EFFECT
- MODIFIABILITY

INSURANCE & MEDICAL EXPENSES

- MEDICAL, DENTAL, VISION

TAX ISSUES

- ALIMONY
- EXEMPTIONS/DEDUCTIONS/CREDITS RELATED TO CHILDREN
- PAST TAX RETURNS
- TAXES ON TRANSFERRED ASSETS/GAINS

ASSETS

- IDENTIFICATION OF AND ALLOCATION OF ASSETS

DEBTS

- AMOUNTS DUE, ALLOCATION, INDEMNIFICATION

MEDIATION & LEGAL PROCESSES

- TIMING, PROCEDURES AND APPROACHES
- FEES AND COURT COSTS - WHO PAYS
- NAME CHANGE AT TIME OF DIVORCE



Notable Dates

	DATE	PARENT ONE	PARENT TWO
New Year's Eve	December 31		
New Year's Day	January 1		
Martin Luther King Day (Observed)			
President's Day			
Spring Break			
Passover			
Good Friday			
Easter Sunday			
Mother's Day			
Memorial Day (Observed)			
Summer Break			
Father's Day			
Independence Day	July 4		
Labor Day			
Rosh Hashanah - Erev			
Rosh Hashanah - Day of			
Yom Kippur - Erev			
Yom Kippur - Day of			
Yom Kippur - Breaking the Fast			
Columbus Day (Observed)			
Halloween			

