

**COLLABORATIVE LAW
PARTICIPATION AGREEMENT**

and

and their lawyers:

“the Parties”

and

“the Lawyers”

have chosen to enter into this Agreement to use the principles of the Collaborative Law Process to settle the issues arising from the dissolution of their relationship.

1. Purpose

The primary goal of the Collaborative Law Process is to settle the outstanding issues in a non-adversarial manner. The Parties aim to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to themselves and their family. The Parties have retained Collaborative lawyers to assist them in reaching this goal.

2. Communication

The Parties intend to effectively communicate with each other to efficiently and economically settle the dissolution of their relationship. Written and verbal communications will be respectful and constructive. It is agreed that inflammatory accusations or claims will not be made.

It is agreed that communication during settlement meetings will be focused on the economic and parenting issues in the dissolution and the constructive resolution of those issues.

The Parties are encouraged to discuss and explore the interests they have in achieving a mutually agreeable settlement, and each is encouraged to speak freely and express his or her needs,

desires, and opinions without criticism or judgment by the other. Neither Party nor their lawyers will use the threat to withdraw from the process as a means of achieving a desired outcome or forcing a settlement.

3. Children's Issues (If children are included.)

In resolving issues about sharing the enjoyment of and responsibility for any children, the Parties agree to make every effort to reach amicable solutions that promote the children's best interests.

The Parties agree to act quickly to resolve differences related to the children to promote a caring, loving and involved relationship between the children and both Parties.

The Parties acknowledge that inappropriate communications regarding their dissolution are harmful to their children. They agree that settlement issues will not be discussed in the presence of their children, or that any communication with the children regarding these issues will occur only if it is appropriate and done by mutual agreement or with the advice of a child specialist.

The Parties further agree that neither Party shall take any action affecting the children's health and/or general welfare without mutual agreement. If the Parties cannot agree they will consult a child specialist.

4. Participation with Integrity

Each participant shall uphold a high standard of integrity, and shall not take advantage of inconsistencies or miscalculations of the other, but shall disclose them and seek to have them corrected.

5. Negotiation in Good Faith

The Parties and their lawyers agree to deal with each other in good faith and to promptly provide all necessary and reasonable information requested. No formal discovery procedures will be used unless specifically agreed to in advance by the Parties.

The Parties acknowledge that by using informal discovery, they are giving up certain rights, for the duration of the Collaborative Law Process including the right to court compelled discovery, formal court hearings, orders regarding dissipation of assets and other procedures provided by the adversarial legal system. They give up these measures with the specific understanding that both Parties will make full disclosure of all assets, income, debts and other information. The Parties acknowledge that participation in the Collaborative Law Process, and the settlement reached, is based upon the assumption that both Parties have acted in good faith and have provided complete and accurate information to the best of their ability. The Parties agree to provide sworn statements making full and fair disclosure of their income, assets and debts. Any

omitted property or liability which is not discussed shall be subject to future allocation or division. The terms of this paragraph shall survive any final judgment.

6. Cautions and Limitations

In electing the Collaborative Law Process, the Parties understand that there is no guarantee that the process will be successful in resolving their case. They understand that the process cannot eliminate concerns about any disharmony, distrust or irreconcilable differences which have led to the current conflict. While intent on striving to reach a cooperative solution, success will ultimately depend on our commitment to making the process work. The Parties understand that they are still expected to assert their respective interests and their respective lawyers will help each of them do so.

The Parties further understand that while the Collaborative lawyers share a commitment to the process described in this document, each of them has a professional duty to represent his or her own client diligently, and is not the lawyer for the other Party.

7. Experts and Consultants

When needed, the Parties will use neutral experts. The Parties will agree in advance of retaining the expert as to how the costs of the expert will be paid. Unless both Parties agree to the contrary, the expert's report shall be covered by the confidentiality clause.

8. Divorce Coaches, Child Specialist, and Financial Professionals

When needed, the parties will use the services of one or more of the following professionals: Divorce Coaches, Child Specialist, Accountants or other Financial Professionals (collectively referred to as "the Collaborative Professionals"). When a Collaborative Professional is engaged, the Parties agree that the Collaborative Professionals and the Lawyers may engage in whatever discussions are necessary for resolution of the case. In the event that the Collaborative Law Process comes to an end, the Confidentiality provisions as set forth herein will apply to the Collaborative Professionals.

9. No Court Intervention

Unless otherwise agreed, prior to reaching final agreement on all issues, no legal action will be filed or served.

10. Disqualification by Court Intervention

The Parties understand that their Collaborative Lawyers' representation is limited to providing services within the Collaborative Law Process. Thus, while each lawyer is the advisor of his or her client and serves as the client's representative and negotiator, the Parties mutually acknowledge that both lawyers will be disqualified from representing them in a contested court proceeding against the other spouse. This disqualification does not extend to an action for divorce filed with mutual consent upon resolution of all issues.

11. Withdrawal of Party from Collaborative Law Process

If a Party decides to withdraw from the Collaborative Law Process, prompt written notice shall be given to the other Party through his or her lawyer and both parties must retain new lawyers. Upon termination of the Collaborative Law Process, there will be a thirty (30) day waiting period (unless there is an emergency) before any court hearing, to permit the Parties to retain new lawyers and make an orderly transition. All temporary agreements will remain in full force and effect during this period. The intent of this provision is to avoid surprise and prejudice to the rights of the other Party. It is therefore mutually agreed that either Party may bring this provision to the attention of the Court to request a postponement of a hearing.

12. Withdrawal of Lawyer from Collaborative Law Process

If either lawyer withdraws from the case for any reason except as set forth above, the lawyer agrees to do so by written notice to the other Party through his or her lawyer. This may be done without terminating the status of the case as a Collaborative Law case. The Party whose lawyer has withdrawn may elect to continue in the Collaborative Law Process and shall give prompt written notice of this intention to the other Party through his or her lawyer. The new lawyer shall execute a new Collaborative Law Participation Agreement within 30 days of the lawyer first giving notice. If a new agreement is not executed within 30 days, then the Parties shall be entitled to proceed as if the Collaborative Law Process were terminated as of the date of the first written notice was given and if the process is terminated, both parties cannot use their collaborative lawyers.

13. Substitution of Collaborative Lawyer

If a Party wishes to withdraw from the Collaborative Law Process with their current lawyer, but retain a new lawyer to continue the Collaborative Law Process, the Party shall give prompt written notice to the other Party through his or her lawyer of their intention to withdraw and obtain a new lawyer. The Party must have his or her new lawyer execute a new Collaborative Law Participation Agreement within 30 days of the Party giving notice. If a new agreement is not executed within 30 days, then the other Party shall be entitled to proceed as if the Collaborative Law Process were terminated as of the date written notice was given.

14. Termination of Collaborative Law Process

A Collaborative Lawyer must withdraw from the Collaborative Law Process in the event he or she learns that his or her client has withheld or misrepresented information and continues to withhold and misrepresent such information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Law Process. The lawyer withdrawing will advise the other lawyer that he or she is withdrawing and that the Collaborative Law Process must end.

15. Confidentiality

All communications exchanged within the Collaborative Law Process will be confidential and without prejudice. If subsequent litigation, arbitration, or other process for dispute resolution occurs, the Parties mutually agree that neither Party will:

- A. introduce as evidence in Court information disclosed during the Collaborative Law Process for the purpose of reaching a settlement, except documents otherwise compellable by law;
- B. introduce as evidence in Court information disclosed during the Collaborative Law Process with respect to either Parties' behavior or legal position with respect to settlement;
- C. ask or Subpoena either lawyer or any of the Collaborative Professionals to testify in any court proceedings with regard to matters disclosed during the Collaborative Law Process, nor bring an application for discovery to either lawyer or any of the Collaborative Professionals;
- D. require the production at of any notes, records, or documents in the lawyer's possession or in the possession of one of the Collaborative Professionals; and

16. Rights and Obligations Pending Settlement

Although the Parties have agreed to work outside the court system, the parties agree that during the Collaborative Law Process:

- A. neither Party will dispose or encumber any assets or increase liabilities except by an agreement in writing;
- B. neither Party may harass the other Party; and
- C. all available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.

17. Acknowledgment

Both Parties and their lawyers acknowledge that they have read this Agreement, understand its terms and conditions and agree to abide by them and believe there is a significant possibility that the Collaborative Law Process will be successful based upon the existing relationship between the Parties.

The Parties have chosen the Collaborative Law Process after full disclosure of the potential risks and consequences of the failure of the Collaborative Law Process and the alternatives provided by other dispute resolution mechanisms such as traditional litigation with its risks and consequences. Nonetheless, the Parties have chosen the Collaborative Law Process to reduce emotional and financial costs, and to generate a final agreement that addresses their concerns. They agree to work in good faith to achieve these goals.

_____	_____	_____	_____
First Party	Date	Second Party	Date

Address:

Address:

E-mail Address:

E-mail Address:

Home Phone:

Home Phone:

Business:

Business:

Cell:

Cell:

_____	_____	_____	_____
Lawyer for First Party	Date	Lawyer for Second Party	Date

Address:

Address:

Office Phone:

Office Phone:

Fax Number:

Fax Number:

E-mail Address:

E-mail Address: