

**COLLABORATIVE LAW PARTICIPATION AGREEMENT:
SEPARATION/MARRIAGE DISSOLUTION**

PURPOSE

_____ and her lawyer, _____, and
_____ and his lawyer, _____, have
chosen to use the collaborative law process to settle the issues arising from the dissolution of their
marriage. The primary goal of the collaborative law process is to settle all necessary issues of the
parties' separation and dissolution of their marriage in a non-adversarial manner. The parties
acknowledge the essence of the collaborative law process is the shared belief by participants that
it is in the best interests of parties and their families in typical family law matters to commit
themselves to avoiding litigation. The parties therefore adopt this conflict resolution process, which
does not rely on a court-imposed resolution, but relies on an atmosphere of honesty, cooperation,
integrity, and professionalism geared toward the future well-being of the restructured family. The
parties' goal is to avoid the negative economic, social, and emotional consequences to the
participants and their families associated with protracted litigation. The parties commit themselves
to the collaborative family law process because the parties believe it to be a better way to resolve
differences justly and equitably.

UNDERSTANDINGS

The parties agree and understand that as part of the collaborative process, the Collaborative
Lawyers will not go to Court, other than to have Agreed Temporary Orders and/or an Agreed Final
Decree entered, or to withdraw from a party's representation, if required. If the case cannot be
settled on terms acceptable to the parties, or if either party seeks to file a motion in court or seek
court intervention, both lawyers shall withdraw from the case. In that event, the parties may hire trial
counsel to proceed with the case.

COMMUNICATION

The parties intend to effectively communicate with each other in order to efficiently and
economically settle the dissolution of their marriage. Written and verbal communications will be
respectful and constructive, and the parties will not make accusations or claims not based in fact.

It is agreed that communication during settlement meetings will be focused on the economic
issues in the dissolution and issues relating to the children of the marriage, if any, and the

constructive resolution of those issues. The parties and their lawyers understand that the costs for settlement meetings are substantial and require everyone's cooperation to make the best possible use of available resources. To achieve this goal, the parties agree not to engage in unnecessary discussions of past events.

To maintain an objective and constructive settlement process, the parties agree to discuss settlement of their dissolution issues only in the settlement conference setting, unless the parties agree to discussions outside of the conference setting. Settlement issues will not be discussed at unannounced times by telephone calls or appearances at the other party's residence or place of employment.

The parties will work to protect the respect and dignity of all involved, including parties, attorneys and consultants. The parties shall maintain a high standard of integrity and specifically shall not take advantage of each other or of the miscalculations or inadvertent mistakes of others, but shall identify and correct them.

EXPERTS

When appropriate and needed, the parties will use neutral experts for purposes of valuation, cash flow analysis, and any other issue which requires expert advice and/or recommendations. The parties will agree in advance as to how the costs of the third party expert will be paid.

Except upon the mutual written agreement of the parties to the contrary, any person or firm retained by either party or Collaborative Lawyer during the collaborative law process whose work product is used by either party or Collaborative Lawyer during the collaborative law process (other than material prepared for the benefit of the parties prior to the institution of this collaborative law process and unrelated to it, such as tax returns) **is/is not** disqualified from appearing as a witness, expert or otherwise, for either party in any hearing or trial regarding the parties marriage. All notes, work papers, summaries and reports of these persons and/or firms **shall/shall not** be inadmissible as evidence in any legal proceeding involving the parties unless the parties agree in writing otherwise, but shall be furnished to successor counsel and shall be available for future settlement conferences, including, without limitation, mediation.

DISCLOSURE OF INFORMATION

The parties and their lawyers agree to deal with each other in good faith and to promptly provide all necessary and reasonable information requested. The parties will be required to sign a sworn statement making full and fair disclosure of their income, assets and debts (Sworn Inventory and Appraisalment), unless they agree to waive such in writing.

The parties and their lawyers agree to make full disclosure of the nature, extent, value of-- and all developments affecting --the parties' income, assets, and liabilities. The parties and their lawyers further agree to make full disclosure of all material information concerning the parties' children, if any. Refusal to be honest or failure to disclose such information shall be grounds for one or both Collaborative Lawyers' withdrawal from representation.

No formal discovery procedures will be used unless specifically agreed to in advance by the parties. The parties acknowledge that by using the Collaborative Law Process, they are giving up the right during that process to have the Court compel the other party to participate in certain investigative procedures and methods that would be available to them in the litigation process.

ENFORCEABILITY OF AGREEMENTS

I. Temporary Agreements. In the event that the parties reach a temporary agreement for any purpose, the agreement will be put in writing and signed by the parties and their Collaborative Lawyers, and if required by either party shall be in the form of an Agreed Temporary Order and entered by the Court. A Collaborative Lawyer shall be permitted to present to the Court a written agreement which is signed by both parties and the Collaborative Lawyers, for entry of a temporary order.

II. Partial and Final Settlement Agreements. Any written agreement, whether partial or final, which is signed by both parties and their Collaborative Lawyers may be filed with the Court as a Rule II Agreement, which the Court may make retroactive to the date of the written agreement and which may be made the basis of a Court order. Should the case settle and the parties agree to divorce, the Collaborative Lawyers shall cooperate to prepare an Agreed Final Decree which contains the terms of the parties' agreements. Either or both Collaborative Lawyers shall be permitted to appear in Court to have the Agreed Final Decree entered.

III. Withdrawal from the Collaborative Process. The parties understand and agree that neither

Collaborative Lawyer shall be permitted to enforce any written agreements between the parties. Should the parties seek to enforce any written agreement over the objection of the other party, the parties must withdraw from the collaborative process. In such event the Collaborative Lawyers shall withdraw as attorneys of record and, if required, shall consent to the substitution of trial counsel.

LEGAL PROCESS

Court Proceedings: After this Collaborative Law Participation Agreement is signed by both parties and their Collaborative Lawyers, unless otherwise agreed or a withdrawal from the collaborative law process occurs (as set out hereafter) prior to reaching final agreement on all issues, no motion or document will be prepared or filed which would initiate court intervention, other than a Petition or Counter-Petition for Divorce and Answer, for which service of citation will be accepted by the parties' respective lawyers. No hearing shall be set thereon, other than a final hearing to enter an Agreed Decree.

Withdrawal from Collaborative Law Process: If a party decides to withdraw from the collaborative law process, prompt written notice will be given to the other party through his or her lawyer. Upon withdrawal from the collaborative law process, there will be a thirty (30) day waiting period (unless there is an emergency) before any court hearing, to permit both parties to retain other lawyers and make an orderly transitions. 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 mutually agreed that either party may bring this provision to the attention of the Court in requesting a postponement of a hearing.

Withdrawal of Counsel: If either party chooses to withdraw from the collaborative process by seeking Court involvement, both lawyers shall withdraw from the representation. Both lawyers will cooperate in transferring the file to new counsel.

RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

Although the parties have agreed to work outside the judicial system, the parties agree that neither party will:

1. Communicate with the other party in person, by telephone, or in writing in vulgar, profane, obscene, or indecent language or in a coarse or offensive manner.
2. Threaten the other party in person, by telephone, or in writing to take unlawful action against any person.
3. Place one or more telephone calls, anonymously, at an unreasonable hour, in an offensive and repetitious manner, or without a legitimate purpose of communication.

4. Cause bodily injury to the other party or a child of either party, if any.
5. Threaten the other party or a child of either party, if any, with imminent bodily injury.
6. Destroy, remove, conceal, encumber, transfer, or otherwise harm or reduce the value of the property of one or both of the parties.
7. Falsify any writing or record relating to the property of either party.
8. Misrepresent or refuse to disclose to the other party, on proper request, the existence, amount, or location of any property of one or both of the parties.
9. Damage or destroy the tangible property of one or both of the parties, including any document that represents or embodies anything of value.
10. Tamper with the tangible property of one or both of the parties, including any document that represents or embodies anything of value, thereby causing pecuniary loss to the other party.
11. Sell, transfer, assign, mortgage, encumber, or in any other manner alienate any of the property of either party, whether personalty or realty, and whether separate or community, except as specifically agreed to in writing.
12. Incur any indebtedness except as specifically agreed to in writing.
13. Make withdrawals from any checking or savings account in any financial institution for any purpose, except as specified in this agreement.
14. Spend any sum of cash in the possession or subject to the control of either party for any purpose, except as specified in this agreement.
15. Withdraw or borrow in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account, except as specifically agreed to in writing.
16. Enter any safe-deposit box in the name of or subject to the control of either party, whether individually or jointly with others, unless the parties accompany each other and jointly enter the box for the sole purpose of inventorying its contents.
17. Withdraw or borrow in any manner all or any part of the cash surrender value of life insurance policies on the life of either party, except as specifically agreed to in writing.
18. Change or in any manner alter the beneficiary designation on any life insurance on the life of either party, except as specifically agreed to in writing.
19. Cancel, alter, fail to renew or pay premium, or in any manner affect the present level of coverage of any casualty, automobile, or health insurance policies insuring the parties' property or persons, except as specifically agreed to in writing.

20. Terminate or in any manner affect the service of water, electricity, gas, telephone, cable television, or other contractual services, such as security, pest control, landscaping, or yard maintenance, at the residence of the other party or in any manner attempt to withdraw any deposits for service in connection with those services, except as specifically agreed to in writing.
21. Exclude the other party from the use and enjoyment of his or her respective residence.
22. Open or divert mail addressed to the other party, except as specifically agreed to in writing.
23. Sign or endorse the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempt to negotiate any negotiable instrument payable to the parties or the other party without the personal signature of the other party.
24. Take any action to terminate or limit credit or charge cards in the name of the parties or the other party, except as specifically agreed to in writing.
25. Enter, operate, or exercise control over the motor vehicles in the possession of the other party.
26. Discontinue or reduce the withholding for federal income taxes on either party's wages or salary, except as specifically agreed to in writing.
27. Destroy, dispose of, or alter any financial records of the parties, including but not limited to records from financial institutions (including canceled checks and deposit slips), all records of credit purchases or cash advances, tax returns, and financial statements.
28. Molest or disturb the peace of the children of the marriage, if any;
29. If the parties have children of the marriage, remove those children beyond the jurisdiction of the Court, acting directly or in concert with others;
30. If the parties have children of the marriage, disrupt or remove those children from the school or daycare facility where the children may be presently enrolled;
31. If the parties have children of the marriage, hide or secrete the children from the other party.

Either party may:

1. Make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, education and medical care.
2. Make expenditures and incur indebtedness for reasonable lawyer's fees and expenses in connection with this separation/marriage dissolution.
3. Make withdrawals from accounts in financial institutions only for the purposes

authorized by this agreement.

4. Engage in acts reasonable and necessary to the conduct of either party's usual business and occupation.

The parties agree that, upon the filing of an Original Petition for Divorce, either party may require that the foregoing Rights and Obligations Pending Settlement may be ordered by the Court as an Agreed Temporary Mutual Injunction. However, in the absence of such a Court Order, this Agreement shall nevertheless remain enforceable as a contract between the parties and maybe the basis for a claim against the party violating its terms.

ATTORNEYS' FEES AND REPRESENTATION

The parties and their lawyers agree that their lawyers are entitled to be paid a reasonable fee for their services. The parties agree to make funds available from their community or separate estates, as needed, to pay these fees. The parties understand that, if necessary, one party may be asked to pay both attorneys' fees from community property managed solely by him or her (i.e., his or her salary) or from separate funds. The parties agree that, to the extent possible, all attorneys' fees and costs (including expert fees) incurred by both parties shall be paid in full prior to entry of an agreed final decree of divorce.

The lawyers do not represent both clients. The parties agree that while the respective lawyers who are also parties to this agreement are committed to negotiation in an atmosphere of honesty and integrity, they cannot look to the lawyer representing their spouse to provide legal advice or information and that they must continue to rely solely on the advice of their own lawyer. Each lawyer continues to have an obligation to represent their respective client diligently and cannot be, or represent themselves to be, representing the legal interests of the other party

ACKNOWLEDGMENT

Both parties and their lawyers acknowledge that they have read this Agreement, understand its terms and conditions, and agree to abide by them. The parties understand that by agreeing to this alternative method of resolving their dissolution issues, they are waiving certain rights, including the right to formal discovery (other than Sworn Inventories and Appraisements), formal court hearings, and other procedures provided by the adversarial legal system, unless they choose to withdraw from the process. 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.

Dated: _____, 2003.

Wife

Husband

Collaborative Lawyer for Wife

Collaborative Lawyer for Husband