

((SAMPLE))
COLLABORATIVE LAW PARTICIPATION AGREEMENT
PRINCIPLES AND GUIDELINES

_____ (name of client) and his/her attorney, _____ and _____ and his/her attorney _____ have chosen to use the principles of the Collaborative Process to settle the issues arising from the dissolution of their marriage. The clients have been apprised by their respective attorneys of possible alternatives and have chosen this Collaborative Process to proceed with their divorce. The clients further understand that the law and the courts may confer certain rights and impose certain obligations with respect to property settlement and support but they are not confined by these laws nor how a judge might rule. They are free to negotiate and resolve issues in the manner that best suits their own needs and those of their family.

An interdisciplinary collaborative approach may be utilized in this process which integrates the legal, emotional and financial aspects of the divorce. This would be accomplished by the use of collaborative professionals, in particular, a collaborative mental health professional and/or a collaborative financial professional as well as the two collaborative attorneys, all of whom, together with the clients, comprise the Collaborative Team. If we engage a mental health professional or a financial professional, we shall do so jointly.

Consultants/experts may be engaged for purposes of valuation, cash flow analysis, tax issues, retirement programs analysis, child development needs, and any other issue that requires expert advice and/or recommendations.

I. GOALS

- We acknowledge that the essence of "Collaborative Law" is the shared belief by participants that it is in the best interests of clients and their families in typical Family Law matters to commit themselves to avoiding litigation.
- We 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 family.
- Our goal is to minimize, if not eliminate, the negative economic, social and emotional consequences of litigation to the participants and their families.
- We commit ourselves to the Collaborative Process and agree to seek a better way to resolve our differences justly and equitably.

II. NO COURT OR OTHER INTERVENTION

- We commit ourselves to settling our case without court intervention.
- We agree to engage in informal discussions and conferences to settle all issues.
- We agree to direct all attorneys, financial professionals and consultants, mental health professionals and consultants, and other experts/consultants retained by us to work in a cooperative effort to resolve issues without resort to litigation or any other external

decision making Process except as agreed upon.

- Unless otherwise agreed, no Summons or Petition will be served or filed, nor will any other motion or document be filed which would initiate court intervention prior to the signing of a Collaborative Marital Settlement Agreement.
- In the rare event that a Petition has been filed prior to the case becoming a collaborative case, a Motion for Abatement will be filed with the court to obtain a stay of those proceedings.

III. INFORMATION GATHERING/DISCOVERY

- We agree to deal with each other in good faith to promptly provide all necessary and reasonable information requested. No formal discovery procedures will be used; by using informal discovery, we are giving up certain investigative procedures and methods that would be available to us in litigation. We do this with the specific understanding that both clients will make full financial disclosure of all income, assets, liabilities and other information necessary for an equitable settlement.
- We agree to give full, honest and open disclosure of all information, whether requested or not. The clients shall provide each other with any written authorizations requested which may be necessary to obtain information and documentation or to prepare Qualified Domestic Relations Orders or other documents. Compliance with any discovery requests will be made within thirty days unless otherwise agreed by us.
- We understand that participation in the Collaborative Process and the settlement reached are based upon the assumption that both clients have acted in good faith and have provided complete and accurate information to the best of their ability. The clients will sign a sworn statement making full and fair disclosure of their income, expenses, assets and liabilities in accordance with Florida law. The clients have a continuing duty to supplement the disclosure made, including, but not limited to, providing an amended sworn financial statement.

IV. GENERAL PRINCIPALS OF THE COLLABORATIVE PROCESS

- We understand there is no guaranty that the Collaborative Process will be successful in resolving our case.
- We acknowledge that each of the collaborative attorneys is independent from the other, and represents only one client in this Collaborative Process
- We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict.
- The clients understand that they are still expected to assert their respective interests and that their respective attorneys will help them do so.
- We understand that while the collaborative attorneys share a commitment to the process described in this document, each of them has a professional duty to represent his or her client diligently, and is not the attorney for the other client.

V. TEMPORARY AGREEMENTS

- In the event that either client requires a temporary agreement for any purpose or enters

into a partial agreement on any matter, the agreement will be put in writing and signed by the clients and their lawyers. If either client withdraws from the Collaborative Process, the written agreement may be presented to the court as a basis for the entry of an order recognizing and enforcing those agreements which the court shall make retroactive to the date of the written agreement.

VI. PROFESSIONALS' FEES AND COSTS

- The clients agree that the collaborative professionals are entitled to be paid for their services, and they agree to make funds available for this purpose initially and throughout the Collaborative Process.

VII. PARTICIPATION WITH INTEGRITY

- We will work to protect the privacy, respect and dignity of all involved, including the clients, attorneys and experts/consultants.
- We 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.

VIII. EXPERTS AND CONSULTANTS

- If consultants/experts are needed, we will retain them jointly unless both clients and their attorneys agree otherwise in writing. The payment of their fees will be resolved so as to ensure that they will be paid throughout the Collaborative Process.
- If the Collaborative Process terminates, any new consultants/experts subsequently hired will be permitted to review the work product and reports of prior experts/consultants to facilitate the transition to litigation.

IX. CHILDREN'S ISSUES

- We agree to maintain the children's interests as our highest priority.
- In resolving issues about sharing the enjoyment of and responsibility for our children, the clients, attorneys and mental health professionals shall make every effort to reach amicable solutions that promote the children's best interests.
- We agree to act quickly to resolve differences related to the children to promote a caring, loving and involved relationship between the children and both parents.
- We agree not to seek a custody evaluation while we are in the Collaborative Process.
- The clients agree to insulate their children from involvement in their disputes and not engage in inappropriate communications regarding this dissolution or this process in the presence of the children.

X. NEGOTIATION IN GOOD FAITH

- We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.
- We agree that each of us will negotiate in good faith. Each of us will be expected to take

a reasoned position in all disputes. Where such positions differ, each of us will be encouraged to use our best efforts to create proposals that meet the clients' fundamental needs and if necessary to compromise to reach a settlement of all issues.

- Although each of us may discuss the likely outcome of a litigated result, none of us will use threats of abandoning the Collaborative Process or of litigation as a way of forcing settlement.
- If we are unable to resolve all matters within this process, we agree to bring in a mediator to assist us prior to terminating the Collaborative Process.

XI. ABUSE OF THE COLLABORATIVE PROCESS

- We understand that the collaborative attorneys will withdraw from a case as soon as possible upon learning that his or her client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Process. Examples of such violations of the Process are: abusing the clients' minor children; planning to remove the minor children from the state without the prior written consent of the other client, or failure to participate in the spirit of the Collaborative Process. In addition:

NEITHER CLIENT WILL DISPOSE OF ANY ASSETS EXCEPT AS AGREED TO IN WRITING BY THE CLIENTS. NEITHER CLIENT WILL FAIL TO DISCLOSE THE EXISTENCE OF ANY ASSETS OR LIABILITIES.

ALL CURRENTLY AVAILABLE INSURANCE COVERAGE MUST BE MAINTAINED AND CONTINUED. NEITHER CLIENT SHALL BORROW AGAINST, CANCEL, TRANSFER, DISPOSE OF OR CHANGE BENEFICIARIES OF ANY INSURANCE OR OTHER COVERAGE INCLUDING LIFE, HEALTH, AUTOMOBILE AND DISABILITY, HELD FOR THE BENEFIT OF THE CLIENTS OR THEIR MINOR CHILDREN WITHOUT WRITTEN PERMISSION OF THE OTHER CLIENT.

NEITHER CLIENT WILL, WITHOUT THE WRITTEN PERMISSION OF THE OTHER CLIENT, INCUR ANY DEBTS OR LIABILITIES FOR WHICH THE OTHER CLIENT MAY BE HELD RESPONSIBLE

XII. DISQUALIFICATION BY COURT INTERVENTION

- We understand that the attorneys' representation is limited to the Collaborative Law Process and that neither of the attorneys can ever represent the clients in litigation against the other spouse related to the issues in this matter other than for an uncontested hearing. The attorneys shall prepare all required papers to be filed with the court to obtain an uncontested final judgment.
- In the event a contested court filing is unavoidable, both attorneys will be disqualified from representing either client in any subsequent litigation.
- In the event that the Collaborative Process terminates, we agree that, except upon mutual written agreement of the clients to the contrary, all consultants/experts retained by either client or attorney, or whose work product is used by either client or attorney

during the term of this Agreement, will be disqualified as expert witnesses for either client to testify as to any matter related to the consultant's work product in the Collaborative Process.

XIII. STATEMENTS OF CLIENTS AND ATTORNEYS

- All discussions among clients and counsel in collaborative meetings are deemed settlement discussions and shall be confidential under Florida law, and may not be offered as evidence in any subsequent proceedings. Nonetheless, statements by any client which indicate an intent or disposition to endanger the health or safety of either client, child abuse or neglect, elder abuse, the commission of a crime or fraud or as part of a plan to commit a crime or a fraud or create a public hazard will not be privileged or deemed confidential and, in fact, must be disclosed under Florida law.
- All documents expressly identified and entitled For Settlement Purposes Only in the Collaborative Process shall be inadmissible and not a waiver of privilege, for any purpose in any subsequent proceeding except as otherwise agreed between the clients, and no such communications shall be deemed a waiver of any privilege of any client.

XIV. TERMINATION OF COLLABORATIVE STATUS

- Either client may unilaterally and without cause terminate the Collaborative Process by giving written notice of such election to the other clients. Either attorney may withdraw from this matter unilaterally by giving fifteen (15) days written notice of such election to the other client and attorney. This election does not terminate the Collaborative Process, and the client losing his or her attorney may continue in the Collaborative Process with a new attorney who must agree in writing to be bound by this Agreement.
- Upon termination of the Collaborative Process, there will be a thirty (30) day waiting period (unless there is an emergency) before any court hearing, to permit both clients to retain lawyers and make an orderly transition to litigation as it is mandatory that both collaborative lawyers withdraw upon the breakdown of the Collaborative Process. The intent of this provision is to avoid surprise and prejudice to the rights of the other client. It is therefore mutually agreed that either client may bring this provision to the attention of the court in requesting a postponement of a hearing.
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WE HEREBY PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT AND WRITTEN WORD OF THIS DOCUMENT.

Dated: _____

Dated: _____

Husband

Wife

Attorney for Husband

Attorney for Wife

Mental Health Professional

Financial Professional