

# COLLABORATIVE FAMILY LAW CONTRACT

Among:

Client – Wife/Mother

-and-

Lawyer for Wife/Mother

- and -

Client – Husband/Father

-and-

Lawyer for Husband/Father

## 1 Goals

1.1 We believe that it is in the best interests of **and** and their children to resolve their differences by discussing what is important to them rather than going to court.

1.2 We agree to use the Collaborative Law Process (called the “Process” in this Contract) to resolve our differences. This Process is based on:

- honesty;
- compromise;
- co-operation;
- moderation;
- integrity; and
- professionalism.

This Process is focused on the **future** well being of **and** and their child(ren).

This Process does **not** rely on Court imposed solutions.

1.3 Our goals are

- To resolve all of our differences in the best interest of our child(ren);
- To eliminate the negative financial, social and emotional consequences of litigation; and

To find solutions that are acceptable to the Husband and the Wife.

## **2 We Will Not Go To Court**

- 2.1 We commit ourselves to settling this case without going to Court.
- 2.2 We agree to give complete, honest and open disclosure of all information, whether requested or not. Any request for information will be made informally. The Husband and the Wife will provide this information immediately.
- 2.3 We agree to engage in settlement discussions to settle all issues.

## **3 Cautions**

### **The Husband and the Wife understand the following:**

- 3.1 that there is no guarantee that they will successfully resolve their differences with this Process.
- 3.2 that this Process is designed to solve only the legal problems of the Husband and the Wife arising from the breakdown of their relationship. This Process is not personal or marriage counseling.
- 3.3 that they are still expected to state their individual concerns and what is important to each of them and that both lawyers will help each of them do this.
- 3.4 that each of their lawyers has a professional duty to represent his or her own client diligently and is not the lawyer for the other client, even though their Collaborative Lawyers share a commitment to this Process.

## **4 Lawyers' Fees and Costs**

- 4.1 The Husband and the Wife agree that lawyers are entitled to be paid for their services. They will each pay their own lawyer.

## **5 Participation With Integrity**

- 5.1 We will work to protect the privacy and dignity of every one involved in this Process.
- 5.2 We will maintain a high standard of integrity.
- 5.3 We will not take advantage of any mistakes anyone makes in Process. We will immediately identify and correct any mistakes.

## **6 Experts**

- 6.1 If experts are needed, the Husband and the Wife will hire them jointly unless they agree otherwise in writing.

- 6.2 We agree to direct all experts to help resolve the differences without going to court.

## **7 Child(rens)' Issues (If Applicable)**

- 7.1 We agree:
- To act quickly to resolve differences related to the children;
  - To promote a caring, loving and involved relationship between the children and each parent;
  - Not to seek a custody evaluation during this Process;
  - Not to involve the children in the dispute/differences.

## **8 We Will Negotiate In Good Faith**

- 8.1 We acknowledge that each lawyer represents only one client in this Process.
- 8.2 We understand that this Process will involve vigorous good faith negotiation, even with full and honest disclosure of information.
- 8.3 Each of us will be expected to take a moderate approach in all differences. Where what is important to the Husband and the Wife is different, each of us will use our best efforts to create proposals which are acceptable to each. If necessary, we will compromise to reach a settlement of all problems.
- 8.4 None of us will use threats of litigation as a way to force settlement, although each of us may discuss the likely outcome of going to court.

## **9 Abuse of the Collaborative Law Process**

We understand that both lawyers must withdraw from this case if either lawyer learns that either the Husband or the Wife has taken unfair advantage of this Process. Some examples of such violations of this Process are:

- The Husband or the Wife abusing their child(ren);
  - The Husband or the Wife planning or threatening to flee the jurisdiction of the Court with their children;
  - disposing of property without the consent of the other person;
  - withholding or misrepresenting information;
  - failing to disclose the existence or the true nature of assets or debts; or
  - failing to participate in the spirit of this Process.
- 9.2 If either lawyer withdraws from the Collaborative Law Process, he/she will give written notice of their withdrawal to the other lawyer and to their own client.

## **10 What Happens If Someone Goes To Court**

- 10.1 The Husband and the Wife understand that their lawyer's representation is limited to this Collaborative Law Process. Neither of the lawyers can ever represent their own client in Court in a proceeding against the other client.

- 10.2 However, if the Husband and the Wife agree, the lawyers may file divorce documents or other documents reflecting the terms of the Husband's and the Wife's agreement reached in this Process.
- 10.3 If either the Husband or the Wife goes to court, both lawyers will be disqualified from representing either the Husband or the Wife.
- 10.4 If either the Husband or the Wife goes to court, they must give the other client and both lawyers written notice of their withdrawal from the Collaborative Law Process.
- 10.5 All communication and information exchanged within the Collaborative Family Law process is confidential and without prejudice. If subsequent litigation occurs, neither party will introduce as evidence in court, information disclosed during the process, except documents otherwise compellable by law, including financial statements.
- 10.6 If this Process ends, both lawyers will be disqualified as witnesses, even if the Husband and the Wife agree otherwise in writing, and all experts will be disqualified as witnesses and their opinions and reports will be inadmissible as evidence, **unless** the Husband and the Wife and the expert agree otherwise in writing.

**11 Promise to Follow Contract**

- 11.1 , , **Kerry** and agree to follow this Contract and to promote both the spirit and the written word of this Contract.

Dated at on , 2006

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Client – Husband/Father

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Lawyer for Husband/Father

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Client – Wife/Mother

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Lawyer for Wife/ Mother