

COLLABORATIVE LAW
PARTICIPATION AGREEMENT
DISSOLUTION OF MARRIAGE

PURPOSE

("WIFE") and her attorney (Name) and ("Husband") and his attorney (Name) have chosen to use the principles of Collaborative Law to settle the issues arising from the dissolution of their marriage. The primary goal of Collaborative Law is to settle in a non-adversarial manner the issues of the parties separation and dissolution of their marriage. The parties have retained Collaborative lawyers to assist them in reaching this goal.

COMMUNICATION

The parties intend to effectively communicate with each other and to efficiently and economically settle the dissolution. Written and verbal communications will be respectful and constructive. Neither party will make accusations or claims not based in fact.

It is agreed that communication during settlement meetings will be focused on the legal issues in the dissolution 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 discussion 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. Discussions outside of the conference setting must be agreed to by the parties and their lawyers. Settlement issues will not be discussed in the presence of the parties' children, nor at unannounced times by telephone calls or appearance at the other party's residence.

The parties acknowledge that inappropriate communications regarding their dissolution can be harmful to their children. 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 specifically agree that their children will not be included in any discussion regarding the dissolution except as described in this Agreement.

EXPERTS

When appropriate and needed, the parties will use neutral experts for purposes of valuation, cash flow analysis, parenting issues 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.

INFORMATION

The parties and their lawyers 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 unless specifically agreed to in advance by the parties.

The parties acknowledge that by using informal discovery, they are giving up certain investigative procedures and methods that would be available to them in the litigation process. They give up these measures with the specific understanding that both parties will make full and fair disclosure of all assets, income, debts, and other information necessary for a fair settlement.

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 shall be required to sign a sworn statement making full and fair disclosure of their income, assets, and debts, as required by Florida Law.

ENFORCEABILITY OF AGREEMENT

In the event that either party requires a temporary agreement for any purpose, the agreement will be put in writing and signed by the parties and their lawyers. If either party withdraws from the Collaborative process, the written agreement may be presented to the Court as a basis for a temporary Order, which the Court may make retroactive to the date of the written agreement. Once a final agreement is signed, if a party should refuse to honor it, the final agreement may be presented to the Court in any subsequent action.

LEGAL PROCESS

COURT PROCEEDINGS: Unless otherwise agreed, prior to reaching final agreement on all issues, no summons or Petition will be served or filed, nor will any other motion or document be filed which would initiate court intervention. When the parties have reached a final agreement, the parties will use an Agreed Petition and an Agreed Final Judgment. Neither party nor their lawyer will use the Court during the Collaborative process unless it is mutually agreed.

WITHDRAWAL FROM COLLABORATIVE 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 may be held to permit the other party to retain another lawyer 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 in requesting a continuance of a hearing.

RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

Although the parties have agreed to work outside the judicial system, consistent with Florida Law, the parties agree that:

- (1) Neither party will dispose of any assets except:

- (a) for the necessities of live or for the necessary generation of income or preservation of assets; and
 - (b) by an agreement between the parties and their counsel in writing; or
 - (c) to retain counsel to carry on or to contest this proceeding.
- (2) Neither party may harass the other party; and
 - (3) All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.
 - (4) Violation of any of these provisions may result in sanctions by the Court.

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 giving up certain rights, including the right to formal discovery, formal court hearings, and other procedures provided by the adversarial legal system. 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.

Date: _____

Dated: _____

Wife: Husband:

Attorney for Wife
Florida ID #:
Address

Attorney for Husband
Florida ID #:
Address