

COLLABORATIVE DIVORCE PARTICIPATION AGREEMENT

The Wife, _____, and her attorney, _____, and the Husband, _____, and his attorney, _____, 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' dissolution of their marriage. The parties are aware and acknowledge that the success of the collaborative law approach to dispute resolution requires a sincere commitment by the participants but, that there are no assurances that collaborative law will work in their particular case. In furtherance of that commitment the Parties and their Attorneys agree to the following:

COMMUNICATION

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

Communication during settlement meetings will be focused on the economic and parenting issues in the dissolution and the constructive resolution of these issues. The parties and their lawyers understand that the cost of settlement meetings is substantial and requires 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 discussions outside of the conference setting are agreed to by the parties and their lawyers. Settlement issues will not be brought up at unannounced or inappropriate times during telephone calls or appearances at the other party's residence.

EXPERTS

When appropriate and as needed, the parties will use agreed upon neutral experts. The parties will agree in advance as to how the cost of any experts will be paid. Once the parties have agreed upon an expert and the general scope of their engagement, this agreement will be set forth in the form of a Stipulation signed by the parties and their counsel.

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 may be giving up certain investigative procedures and methods that would be available to them in the traditional litigation process. They give up these measures with the specific understanding that each party will make full and fair disclosure of all income, assets, liabilities and other information necessary for a fair settlement. Participation in the Collaborative Law process, and any 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 will be required to sign and file with the Court a sworn financial affidavit making full and fair disclosure of their income,

assets and debts unless it is essential to the parties that certain financial details be protected from public access in which case the parties and their counsel will use their best efforts to balance the required full disclosure with the need for privacy.

ENFORCEABILITY OF AGREEMENTS

This Agreement shall be subject to disclosure to a Court of competent jurisdiction. 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 any written agreements may be presented to the Court as a basis for an Order, which the Court may make retroactive to the date of the written agreement. Similarly, once a final agreement is signed, 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 and Petition for Dissolution of Marriage will be served or filed, nor will any other motion or documents be prepared or filed which would initiate court intervention. As part of a final agreement, a procedure for obtaining a legal dissolution of the marriage will be discussed and agreed upon. Neither party nor his or her lawyer will use the court during the Collaborative Law process unless agreed upon in advance.

Identification and Valuation Date: In recognition of the fact that the Parties are by agreement delaying the date of the filing of a Petition for Dissolution of Marriage, the Parties acknowledge and agree, with the intent to bind themselves and their attorneys now and in the future, that _____, shall be used by them, their attorneys, and the Court in lieu of the actual date of filing of a Petition for

Dissolution of Marriage for the identification of their marital assets and liabilities, and for the valuation of those marital assets and liabilities unless another date for the valuation of a particular asset or liability is agreed upon by the parties, or for any other purpose set forth in Chapter 61 and the case law interpreting same.

Withdrawal from or Termination of Collaborative Law Process: Should either party decide during this collaborative process, to replace his or her current counsel with another collaborative attorney then that party may do so without terminating this collaborative process. However, should this collaborative process ultimately fail for any reason, prompt written Notice of Termination of Collaborative Divorce will be given to the other party through his or her attorney and:

(1) Upon termination of the collaborative process, neither party's counsel nor any member(s) of their firm can continue to represent either of the parties and the attorneys for the parties shall thereupon withdraw except for providing such transitional assistance as may be required by the parties to retain substitute counsel. It is further agreed there will be a thirty (30) day waiting period before any court hearing, to permit the parties to select and retain substitute counsel and to otherwise make an orderly transition. All written 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 either party. It is therefore agreed that either party may bring this provision to the attention of the Court in requesting a postponement of a hearing.

(2) Any agreed upon expert jointly retained by the parties or their attorneys shall be shall not be discharged and that expert and his/her work product and report may be may not be used by either party in any subsequent court

proceeding unless otherwise or subsequently agreed in writing by the Parties and their attorneys.

(3) Except as specifically noted herein all oral and written communications between the Parties, their Attorneys, the jointly retained Experts, and any other participants in the Collaborative Law process shall be construed a part of settlement negotiations and therefore privileged and confidential and not subject to disclosure by the Parties or their representatives in any subsequent litigation except as agreed herein or subsequently by the parties or for purposes of the determination of an award of fees and costs at the conclusion of any subsequent litigation.

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 OR OBLIGATE THE OTHER TO ANY ADDITIONAL DEBT EXCEPT (i) FOR THE NECESSITIES OF LIFE OR FOR THE NECESSARY GENERATION OF INCOME OR PRESERVATION OF ASSETS, (ii) BY AN AGREEMENT IN WRITING, OR (iii) TO RETAIN COUNSEL TO CARRY ON OR TO CONTEST THIS PROCEEDING;
- (2) NEITHER PARTY WILL HARASS THE OTHER PARTY;
- (3) ALL CURRENTLY AVAILABLE HEALTH AND LIFE INSURANCE COVERAGE MUST BE MAINTAINED AND CONTINUED WITHOUT CHANGE IN COVERAGE OR BENEFICIARY DESIGNATION;
- (4) VIOLATION OF ANY OF THESE PROVISIONS OR FAILURE TO PROCEED IN GOOD FAITH IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN SANCTIONS BY THE COURT TO INCLUDE AN AWARD OF ATTORNEY'S FEES AND COSTS.

ACKNOWLEDGMENT

Both parties and their lawyers acknowledge that they have read this Agreement, understand its terms and conditions and agree to abide and be bound 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 in an adversarial proceeding by the legal system. The parties have chosen the Collaborative Law process to reduce emotional and financial costs, to preserve a working parenting relationship, and to generate a final agreement that addresses their own specific preferences and concerns. They agree to work in good faith to achieve these goals.

Agreed upon this ___ day of _____, 2010.

_____, Wife

_____, Husband

Attorneys for Wife

Attorneys for Husband