



Sample Collaborative Law Contract

Between:

and

s

_____ and _____ agree as follows:

1. GOALS

We believe that it is in our mutual best interest to resolve our differences by discussing and agreeing on what is important to us rather than by going to court. We agree to use the Collaborative Family Law Process (called the “Process”) to resolve our differences. This Process is based on: honesty, compromise, cooperation, moderation, integrity and professionalism and involves a collaborative, problem-solving process. This Process is focused on our future well-being.

Although we will be advised with regard to statutes, legal precedents, and how a judge would likely rule in our particular situation, the Process does not rely on court-imposed solutions and is not limited by legal precedent or judicial decisions.

Our ultimate goal in the Process is to eliminate the negative financial, social and emotional consequences of litigation, and to find solutions that are acceptable to both of us, resolving our differences in our mutual best interest.

2. COMMITMENTS

We commit ourselves to resolving our differences without going to court.

We commit ourselves to giving a complete, honest and open disclosure of all relevant information, whether requested or not. Any request for information will be made informally. We will provide this information as soon as possible.

We commit ourselves to engage in informal four-way discussions to settle all issues and to set these meetings on a timely and regular basis.

We commit ourselves to follow the Expectations of Clients set forth in the attached Schedule A.

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3. CAUTIONS

We understand there is no guarantee that we will successfully resolve our differences with the Process.

We understand the Process is designed to solve only our legal problems that have arisen as a result of the breakdown of our relationship. The Process cannot take the place of personal or marriage counseling.

We understand that we are expected to state our individual concerns regarding what is important to each of us, each of us asking our lawyer to help us do this.

We understand that we must not lapse into a false sense of security that the Process will protect us if we choose to make decisions that our lawyers advise us against making.

We understand that each of our lawyers has a duty to advise his or her client regarding the choices he or she makes in this Process. To do this, our lawyers will advise us about the law as it exists in this state and as it is typically applied in the various jurisdictions where a case between us might arise. We agree to instruct our lawyers to provide that advice in the presence of the other lawyer and my husband or wife so that we may all have a full explanation of all possible outcomes before we arrive at a decision.

We agree to instruct our individual lawyer to give his or her advice and experience to us in a straightforward, candid and honest manner without regard as to whether the advice or experience is favorable to us as individuals or not. Such advice and experience should be given in a four-way meeting, or, if given in an individual session, the advice or experience must be shared in the next joint session so long as the Process continues. If we meet with our lawyers individually outside of a four-way meeting regarding non-substantive or supportive matters (Should this be defined? What exactly does it mean? Everyone should probably be more clear on the definitions of these words.) , the substance of that meeting need not be shared.

We understand, however, that _____ represents only _____ and _____ represents only _____ and neither lawyer represents the other party.

We further understand that Collaboration may fail if:

- our lawyers have not spent enough time educating us about collaboration and preparing us for and coaching us during Collaboration;
- we or the lawyers fail to follow the Expectations of Clients and Professionals (attached as Schedule "A" to this Contract) in conversations with each other in Collaboration;
- we fail to follow the Expectations of Clients and Professionals in conversations with each other outside Collaboration;

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- we fail to follow temporary agreements during the Process;
- we fail to do tasks or homework we have agreed to do during the Process; or
- we take one-sided actions during the Process.

4. LAWYERS - Fees and Costs

We agree that our lawyers are entitled to be paid for their services. Each of us will pay our own lawyer unless as part of the Process we agree otherwise.

5. PARTICIPATION WITH INTEGRITY

We will respect each other and attempt to put aside differences we have had in the past.

We will work to protect the privacy and dignity of everyone involved in the Process. Each of us recognizes that our own individual communications in the Process are not privileged as to my spouse's lawyer should this say spouse, too? Should this be more fully explained? For example: Each of us recognizes that any information that we share with our own attorney may be revealed to the other side as part of the collaborative process. Also might want to include that it is improper to request of attorney that any relevant information be kept from the other side. . Each of us will instruct our own lawyer, however, to hold confidential and not to disclose outside the Process any information which our lawyer may learn about the other party during the course of the Process. However, in the event that either or both lawyers may be involved in a "no-fault" divorce, such lawyer is free to disclose the information necessary to accomplish the divorce.

We will maintain a high standard of integrity.

We will not take advantage of any mistakes anyone makes in the Process and we will promptly identify and correct any mistakes. Each of us will instruct our own lawyer to bring to the attention of his or her client any mistake which he or she believes has been made by either of us or by either lawyer; the one of us who learns of the mistake will then disclose that mistake to the other or authorize our own lawyer to do so.

6. ALLIED PROFESSIONALS AND CONSULTANTS

When appropriate, we may employ other professionals (called Allied Professionals) to assist us and to facilitate the Process. The agreement to employ such will be done by the group as a whole and they will therefore serve as neutrals in the Process. Allied Professionals may be a mental health professional to serve as a "divorce coach", a child-oriented mental health professional to assist with custodial issues, or a financial specialist to assist with financial and tax issues. We will agree in advance as to how Allied Professionals will be paid. The Allied Professionals will be bound by the same commitments to confidentiality as we and our lawyers are.

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7. CHILDREN'S ISSUES

We agree to act to resolve all differences regarding our child/children, _____.

We agree to promote a caring, loving and involved relationship between our children and the other parent.

We agree not to seek a custody evaluation during this Process unless we mutually agree to do so. We may request the assistance of an Allied Professional about how to help and support our children through this process.

We agree not to involve our children in our differences or in the Process.

We agree to attend a parenting class or meet with an Allied Professional as may be necessary to help our children in connection with our own separation and divorce.

8. WE WILL DISCUSS POSSIBLE SOLUTIONS IN GOOD FAITH

We understand that the Process will involve vigorous good-faith discussions, with full and honest disclosure of information. As we have committed to not going to court, we understand that no formal discovery procedures will be used as would be available to us if we had chosen to litigate.

While not always agreeing with the other, we will be expected to respect the perspective of the other and to be moderate in our responses. Where what is important to each of us may be different, we will use our best efforts to create options that are acceptable to both of us, making the compromises necessary to reach a resolution.

Neither of us will use threats of litigation as a way to force settlement, although our lawyers may discuss what the likely outcome of going to court might be.

9. RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

Unless we mutually agree otherwise, we agree to the following commitments and understand that not abiding by these commitments will likely cause the Process to fail:

- We will not sell, transfer, encumber, conceal, assign, remove, or in any way dispose of any property, individually or jointly held by them, except in the usual course of business consistent with past practice or for payment of usual and customary household expenses or for reasonable lawyer's fees in connection with this Process.
- We shall not incur debts after the signing of this Agreement, including, but not limited to: further borrowing against any credit lines secured by the family residence, further encumbering of any assets, or using credit cards or cash advances against credit cards, except in the usual course of business consistent with their past practice or for payment of usual and customary household expenses or for reasonable lawyer's fees in connection with this Process.

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- We will not have the other (and our children) removed from an existing health insurance coverage, including, but not limited to: medical, hospitalization, dental, vision, prescription, or optical coverage, and shall maintain the existing health insurance coverage in full force and effect.
- We shall not change the beneficiaries of any of the existing life insurance policies and we shall maintain the existing life insurance, automobile, homeowner's, renter's or any other existing insurance policies in full force and effect at the start of this Process, unless mutually agreed upon by both parties.
- We will not withhold or misrepresent any information and will disclose the true value of assets and debts.
- We will abide by agreements made during the Process.
- We will promptly provide all documents requested by the other party.
- We will participate in the spirit of the Collaborative Process.

[If children]

- We will not abuse the child or children.
- We will not plan to or threaten to leave the jurisdiction with the child[ren].

10. CONFIDENTIALITY OF THE PROCESS

We agree that all communications, e-mailed or otherwise made, or information generated (such as the minutes of the meetings) within the Process by either of us, by our lawyers, or by the Allied Professionals, is confidential. Similarly, any document created for or as a part of the Process or exchanged within the Process is confidential except that the same may be turned over to a collaborative lawyer who is taking the place of one who has to withdraw so the Process can continue. Documents such as bank records, tax documents, credit card statements, loan statements, etc., that would ordinarily be produced by the discovery process may be provided to new attorneys should the Process fail. Any evaluations or documents created by Allied Professionals are confidential, except that an Allied Professional's evaluation or report may be provided to other lawyers and/or professional evaluators if the Process fails and the parties and the professionals agree.

“Confidential” means that the communication made, the information provided, or the document created must not be shared with anyone outside the Process, including, but not limited to, our friends, family, other professionals who are not allied in the Process, etc.

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The exceptions, for which confidentiality is not required (and, therefore, disclosures may be made) are:

- If such information or document is not provided or prepared specifically for the Process (such as, for example, bank statements, check registers, household bills, insurance policies, etc.).
- If a threat of bodily injury is made to one of us or by one of us.
- If a threat is made to destroy an asset or to deplete the marital estate which, if carried out, would result in significant reduction of the property available to divide.
- If any communication indicates a plan, attempt, or threat to commit a crime or to conceal an ongoing crime.
- If an ethics complaint is filed against either of our collaborative lawyers or against an Allied Professional who is assisting us with this Process, then any communication, information, or document may be used by the lawyer or Allied Professional to defend himself or herself.
- If a claim of malpractice or misconduct is made against either of our collaborative lawyers or against an Allied Professional who is assisting us with this Process, then any communication, information, or document may be used by the lawyer or Allied Professional to defend himself or herself.
- If any communication, information, or document is needed to prove or disprove the validity of an Agreement signed as a result of the Process.
- If the document itself is a written, signed Agreement between us.
- If the communication, information, or document is used to assist in obtaining a “no-fault” divorce or other court-ordered resolution of the matters subject to and resolved within the Collaborative Process.
- If a threat is made involving either harm to one of the children or removal of the children from the place where they live.

11. WHAT HAPPENS IF SOMEONE GOES TO COURT

While we agree that our collaborative lawyers may file no-fault divorce documents or other documents reflecting the terms of our agreement reached in this Process, both of us understand and agree that our lawyers’ representation is limited only to this Process and neither can represent either of us in court in a contested proceeding against the other party.

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If either of us decides to proceed with a contested case against the other to court, we must give the other and both lawyers written notice of our withdrawal from the Process. Neither of us can file anything in the court system against the other until 30 days after that notice is delivered, except if there is an emergency requiring immediate action, and the emergency must be dealt with before the 30-day period expires.

If this Process ends prior to completion, both lawyers are disqualified as witnesses, even if both clients agree otherwise in writing, except as provided for above.

If this Process ends, all Allied Professionals will be disqualified as witnesses and their evaluations, opinions and reports will be inadmissible as evidence, unless both of us and the Allied Professional agree otherwise in writing.

12. WHAT HAPPENS IF EITHER CLIENT BECOMES MENTALLY INCAPACITATED OR DIES DURING THE COLLABORATIVE LAW PROCESS

_____ and _____ agree that if either of them becomes mentally incapacitated or dies during the Process, the Process will terminate unless they agree otherwise. What happens to interim agreements in the event of death? Do they become binding on the estate—i.e. Wife will run the business, possession of residence, etc... Should this say something like any temporary or partial signed agreements will be invalidated unless specifically stated otherwise?

13. PROMISE TO FOLLOW CONTRACT

_____ and _____ agree to follow this Contract and to promote both the spirit and the written word of this contract.

SIGNED this _____ day of _____, 2007, in Virginia.

(Client)

(Client)

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Schedule “A” - Expectations of Clients and Professionals

1. Be respectful of everyone in the meeting.
2. Attack the problems and concerns at hand. Do not blame each other. No insults.
3. Speak for yourself by making “I” statements.
4. Listen carefully and try to understand what the other person is saying, without judging the person or the message.
5. Use first names for each other and both lawyers. Avoid “he” or “she”.
6. Express yourself in terms of what is important to you, what your concerns are and what you want to talk about. Avoid positions.
7. Be ready to work for what you believe is the most constructive and acceptable agreement for both of you and your family.
8. Do not interrupt when another person is speaking. You will have a full and equal opportunity to speak about everything that you want to talk about.
9. If you have a complaint, raise it as your concern and follow it up with a constructive suggestion about how it might be resolved.
10. If something is not working for you, please tell your lawyer so your concern can be addressed. Talk with your lawyer about anything you do not understand. Your lawyer can clarify matters for you.
11. Be willing to commit time to meet regularly.
12. Be prepared for each meeting by doing homework and, if possible, circulating it via e-mail prior to the meeting. Provide all documents requested in a timely manner, in accordance with the timeline set by the group. If homework is not going to be completed prior to a meeting, inform the remainder of the group prior to the meeting in the event that changes need to be made.
13. Be patient with each other and your lawyers. Delays in the Collaborative Law Process can happen, even with everyone acting in good faith.
14. Remember, “our task is not to fix the blame for the past, but to fix the course for the future.” - John F. Kennedy.