

Collaborative Participation Agreement

Commitment

The undersigned parties, _____ and _____ hereby agree that it is their intention to resolve through a collaborative process, without the intervention of a court or other tribunal, the following matter:

Divorce or separation, including the resolution of all ancillary issues of equitable distribution, parental access with [child], [child support], [spousal maintenance], health insurance, life insurance, title to the marital residence and all other financial issues.

Beginning and Concluding the Collaborative Process

We agree that the collaborative process under this collaborative participation agreement begins when we sign this agreement and that it concludes (1) upon resolution of the collaborative matter as evidenced by a signed writing, or (2) upon termination of the collaborative process.

We agree that either of us may, however, request a court to enter a judgment incorporating all or part of the collaborative matters resolved by a signed writing. It is agreed that such a request, if made with the consent of the parties, is part of this collaborative process.

Termination of Collaborative Process

We agree that participation in the collaborative process is voluntary and that any party has the unilateral right to terminate the process, with or without cause, at any time. Termination of the collaborative process occurs (1) when one of us gives written notice that the process is ended, or (2) when one of us begins a judicial or other adjudicative proceeding related to a collaborative matter without the agreement of all parties, or (3) when one of us discharges a collaborative lawyer or a collaborative lawyer withdraws from further representation of a party.

Notwithstanding the previous provision, we agree that the collaborative process continues if not later than 30 days after a discharge or withdrawal of a collaborative lawyer, the unrepresented party engages a successor collaborative lawyer and the parties consent in writing to continue the process and amend this agreement to identify the successor collaborative lawyer and the successor collaborative lawyer confirms in writing his or her representation of a party in the collaborative process.

Disclosure of Information

We agree to complete informal disclosure of information related to the collaborative matter without the need for formal discovery requests. We further agree that each of us shall promptly update information that has materially changed. We shall promptly provide all information, especially financial disclosure, regarding all matters related to the issues we must resolve in this collaborative process.

Lawyer Disqualification

We agree that a collaborative lawyer who represented a party under this collaborative process, or any lawyer in a law firm with which a collaborative lawyer is associated, shall be disqualified from representing either of us in a court or other proceeding related to the matters under this collaborative process. We shall not engage a collaborative lawyer used in this collaborative process, or any lawyer in a law firm with which a collaborative lawyer is associated for litigating any issue involved in this collaborative process.

Notwithstanding the collaborative lawyer disqualification provision, we agree that a collaborative lawyer, or a lawyer in a law firm with which the collaborative lawyer is associated, may represent a party to request a tribunal to approve an agreement resulting from the collaborative process, or to seek or defend an emergency order to protect the health, safety, welfare or interest of a party, if a successor lawyer is not

immediately available to represent that person. However, when that party is represented by a successor lawyer, or when reasonable measures are taken to protect the health, safety, welfare or interest of that party, the collaborative lawyer disqualification provision shall apply.

Communications between Collaborative Professionals

We hereby request and authorize all of our collaborative professionals to exchange information with one another to better facilitate the Collaborative Divorce process. If not previously revoked, this consent form will terminate on the termination of our collaborative divorce (entry of judgment or signing a separation agreement).

We agree that in any court or other proceeding we will not request, subpoena or summons a collaborative lawyer, a collaborative party, or a nonparty participant in the collaborative process to make disclosure or to testify as a witness regarding a communication made during the collaborative process, unless during the proceeding the agreement under this paragraph is expressly waived by all parties in writing. In the case of communications by a nonparty participant in the collaborative process, the waiver of the agreement under this paragraph shall be effective only if the nonparty participant also expressly agrees to the waiver. A nonparty participant is a person, other than a party and the party’s collaborative lawyer, that participates in the collaborative law process, including any person retained by the parties for professional services during the collaborative process or any person who is present at a collaborative process session.

Payment of Collaborative Professionals

It is understood and agreed that, unless a separate written agreement is made hereafter, all collaborative professional fees shall be paid in full at the time a settlement agreement is signed in this matter.

SIGNATURE OF PARTY

DATE OF SIGNATURE

SIGNATURE OF PARTY

DATE OF SIGNATURE

[], COLLABORATIVE ATTORNEY FOR []

DATE OF SIGNATURE

CHARLES J. McEVILY, COLLABORATIVE ATTORNEY FOR []

DATE OF SIGNATURE

COLLABORATIVE COACH / FAMILY SPECIALIST

DATE OF SIGNATURE

FINANCIAL NEUTRAL

DATE OF SIGNATURE

RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

While we are collaborating outside the judicial system, we agree that neither of us will:

- (a) Sell, transfer, encumber, conceal, assign, remove or in any way dispose of, without the consent of the other party in writing, any property (including, but not limited to, real estate, personal property, cash accounts, stocks, mutual funds, bank accounts, cars and boats) individually or jointly held by the parties, except in the usual course of business, for customary and usual household expenses or for reasonable attorney's fees in connection with this collaborative process.
- (b) Transfer, encumber, assign, remove, withdraw or in any way dispose of any tax deferred funds, stocks or other assets held in any individual retirement accounts, 401K accounts, profit sharing plans, Keogh accounts, or any other pension or retirement account, and the parties shall further refrain from applying for or requesting the payment of retirement benefits or annuity payments of any kind, without the consent of the other party in writing, except pension payments now in pay-out status.
- (c) Incur unreasonable debts hereafter, including, but not limited to further borrowing against any credit line secured by the family residence, further encumbering any assets, or unreasonably using credit cards or cash advances against credit cards, except in the usual course of business or for customary or usual household expenses, or for reasonable attorney's fees in connection with this collaborative process.
- (d) Cause the other party or the children of the marriage to be removed from any existing medical, hospital and dental insurance coverage, and each party shall maintain the existing medical, hospital and dental insurance coverage in full force and effect.
- (e) Change the beneficiaries of any existing life insurance policies, and each party shall maintain the existing life insurance, automobile insurance, homeowners and renters insurance policies in full force and effect.
- (f) Threaten or cause bodily injury to the other or a child.

However, either party may:

- (a) Make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, education and medical care.
- (b) Make expenditures and incur indebtedness for reasonable professional fees and expenses in connection with this collaborative process (*e.g.*, lawyers, Divorce Coaches, Child Specialists or Financial Neutrals).
- (c) Make withdrawals from accounts in financial institutions only for the purposes authorized by this agreement.
- (d) Engage in acts reasonable and necessary to the conduct of either party's usual business and occupation.

ACKNOWLEDGMENT

Each of us and our lawyers acknowledge that we have read this Agreement, understand its terms and conditions and agree to abide by them. We understand that by agreeing to this alternative method of resolving our dissolution issues, we are waiving certain rights, including the right to formal discovery, formal court hearings and other procedures provided by the adversarial legal system, unless we choose to withdraw from the process. We have chosen the collaborative law process to reduce emotional and financial costs and to generate a final Agreement that addresses our concerns. We agree to work in good faith to achieve these goals.

This agreement is being executed in counterpart originals so that each party may retain an original agreement.

Dated: _____, 201__

Wife: **FIELD(45)**

Husband: **FIELD(44)**

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On _____, 201__, before me, the undersigned, a Notary Public in and for said State, personally appeared **FIELD(45)**, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On _____, 201__, before me, the undersigned, a Notary Public in and for said State, personally appeared **FIELD(44)**, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

QUIT