Collaborative Family Law Agreement

Parties’ Names each agree as set forth below:

# COLLABORATIVE LAW MATTER

The parties agree to treat this pre-decree Dissolution of Marriage matter as a Collaborative Law Case under Article 24 to Title 13 known as the “Uniform Collaborative Law Act.” The parties acknowledge that this Collaborative Law process is voluntary. Each party acknowledges that he or she has read and understands the document titled *Principles and Guidelines for the Practice of Collaborative Family Law* and agrees to act in accordance with the principals set forth in that document and to comply with this Agreement.

For so long as this Agreement is in effect, the parties agree to devote all of their efforts in this matter to a negotiated settlement in an efficient, cooperative manner pursuant to the terms of this Agreement, and agree that neither party named in this Agreement will file any document requesting intervention by the court.

Both parties agree that starting immediately:

a. Each is restrained from removing their minor child from the state without the prior written consent of the other;

b. Each is restrained from canceling, modifying, terminating, or allowing to lapse for nonpayment of premiums, any policy of health insurance, homeowner’s or renter’s insurance, or automobile insurance that provides coverage to either of the parties or the minor children or any policy of life insurance that names either of the parties or the minor children as a beneficiary, without at least fourteen (14) days’ advance notification and the written consent of the other party.

c. Each is restrained from transferring, encumbering, concealing, or in any way disposing of any marital property, real or personal, without the written consent of the other party, except in the usual course of business or for the necessities of life.

d. Each party will notify the other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective.

# Each is restrained from molesting or disturbing the peace of

# the other party.

# ATTORNEY REPRESENTATION

Attorney has been retained by Husband to advise him during the course of this proceeding; Attorney has been retained by Wife to advise her during the course of this proceeding. The above named attorneys solely represent their respective clients. They do NOT represent both parties. Further, the parties understand that their respective attorneys are committed to negotiation in an atmosphere of honesty and integrity. However, each party shall rely solely on the advice of their own counsel, as the attorney representing their spouse shall not provide them with legal advice.

Currently the attorneys are not of record for his/her client and no legal proceeding has been initiated. Each attorney named above, and any attorney in association with such attorney, will promptly withdraw from any case initiated in Colorado Domestic Relations Court for the above-named parties under the following circumstances:

1. Either party begins a proceeding related to the collaborative matter without the agreement of all parties;
2. If a proceeding related to the collaborative matter is pending, if a party requests that the proceeding be put on the tribunal’s active calendar; a party takes similar action requiring notice to be sent to the parties; or a party initiates a pleading, motion, order to show cause, or request for a conference with the tribunal with the exceptions of:
	* 1. asking the tribunal to approve an agreement resulting from the collaborative process,
		2. seeking or defending an emergency order to protect the health, safety, welfare, or interest of a party, or a minor child of either of the parties as defined in C.R.S. 13-14-101(2.2) if a successor lawyer is not immediately available to represent that person, or
		3. filing notice of a collaborative law participation agreement.

Except as outlined above, both attorneys named above are forever disqualified from appearing as attorney of record for either party named above in this proceeding or in any other Family Law matter involving both parties, including but not limited to proceedings or actions for dissolution, paternity, modification, enforcement, or appeals in front of any tribunal. A tribunal is defined as (a) “A court, arbitrator, administrative agency, or other body acting in an adjudicative capacity which, after presentation of evidence or legal argument, has jurisdiction to render a decision affecting a party's interests in a matter; or (b) A legislative body conducting a hearing or similar process. This disqualification shall survive the term of this Agreement. An Attorney shall be deemed "in association" if, at any time during the pendency of these proceedings or future family law proceedings between these parties, such attorney is the employer or employee of, or co-employee with, or is retained as a contract attorney by or shares office space with any attorney named above.

**EXPERT WITNESSES**

Except upon the mutual written agreement of the parties to the contrary, any person or firm retained by either party or attorney, or whose work product is used by either party or attorney, during the term of this Agreement, is forever disqualified from appearing as an expert witness for either party to testify as to any matter related to such person's or firm's work product in the collaborative law process. All notes, work papers, summaries and reports shall be inadmissible as evidence in any proceeding involving these parties unless the parties agree otherwise in writing. All notes, work papers, summaries and reports shall be furnished to successor counsel and shall be available for non-evidentiary use in litigated proceedings only upon the written agreement of both parties. Such persons or firms include, but are not limited to, accountants, attorneys, therapists, personal or real property valuation experts, vocational consultants, private investigators, doctors or any other experts/witnesses retained or employed in the collaborative law process.

**DISCLOSURE AND DISCOVERY**

Both parties shall timely share with the collaborative team their respective Rule 16.2 Disclosures as provided under the Colorado Rules of Civil Procedure, and shall provide each other with any written authorizations requested which may be required in order to obtain relevant information and documentation, or to prepare Domestic Relations Orders or other orders facilitating agreements reached. If a formal proceeding has not been initiated through the court, the parties agree that their Rule 16.2 Disclosures must be submitted to the collaborative team no later than 42 days after the signing of this agreement. The parties and attorneys agree to provide honest and full disclosure of all relevant information.

All discovery requests shall be made informally. No motion to compel or for sanctions is available for any discovery requests made during the term of this Agreement. Compliance with any discovery requests should be completed within thirty days of receipt of such request unless the parties and counsel agree otherwise.

**STATEMENTS OF PARTIES** **AND ATTORNEYS**

All discussions among parties and counsel in collaborative four-way meetings are deemed settlement discussions for purposes of Colorado Rules of Evidence R. 408 and may not be offered as evidence in any subsequent proceedings. Nonetheless, statements by any party which indicate an intent or disposition to endanger the health or safety of the other party, to commit or conceal a crime, or to commit irreparable economic damage to the property of either party are not privileged.

Pursuant to C.R.S. 13-24-117, collaborative law communications as defined by C.R.S. 13-24-102(1) are privileged and are not admissible as evidence in any proceeding except as agreed by the parties in a signed writing.

Parties shall provide both attorneys with copies of all correspondence between the parties.

**TERMINATION OF** **COLLABORATIVE STATUS**

Either party may unilaterally and without cause terminate the collaborative law process by giving written notice of such election to all other parties ("Termination Election" hereinafter). Either attorney may withdraw from this matter unilaterally by giving fifteen (15) days written notice of such election to all other parties and attorneys. Failure by a party to engage a successor collaborative lawyer within thirty (30) days after the withdrawal of their collaborative lawyer and reaffirmation of the collaborative law process as described in C.R.S. 13-24-105(7) shall result in termination of the collaborative law process.

Upon termination of the process or withdrawal of any counsel, that attorney will promptly cooperate to facilitate the transfer of the client’s matter to successor counsel.

The parties do not waive their right to seek the assistance of the District Court; however, ANY RESORT TO RELIEF FROM A TRIBUNAL OTHER THAN AS EXCEPTED HEREIN RESULTS IN THE AUTOMATIC TERMINATION OF THE PROCESS, on the date such application to a tribunal for its orders or notice of intent to appeal is signed or otherwise made.

THE PARTIES UNDERSTAND AND HAVE BEEN INFORMED THAT EXCEPT TO: 1) JOINTLY BEGIN A PROCEEDING RELATED TO THE COLLABORATIVE ACTION; 2) FILE NOTICE OF PARTICIPATION IN A COLLABORATIVE AGREEMENT; 3) SEEK APPROVAL OF AGREEMENTS REACHED FROM THE COLLABORATIVE PROCESS; OR 4) TO SEEK OR DEFEND AN EMERGENCY ORDER TO PROTECT THE HEALTH, SAFETY OR WELFARE OF A PARTY OR CHILD, THEIR COLLABORATIVE PROCESS TERMINATES AND THEIR LAWYER AND ANY LAWYER IN THE LAWYER’S FIRM IS DISQUALIFIED FROM APPEARING BEFORE A TRIBUNAL TO REPRESENT THEM IN A PROCEEDING RELATED TO THEIR COLLABORATIVE PROCEEDING. THE PARTIES UNDERSTAND THAT THEY WILL BE REQUIRED TO RETAIN NEW LAWYERS IF THEIR COLLABORAITVE LAW PROCESS TERMINATES.

THE UNDERSIGNED APPROVE THE ABOVE AS CONFORMING TO THE PARTIES' AGREEMENT, AND IN TURN EACH OF US AGREE TO BE BOUND BY ITS TERMS AND PROVISIONS:

## Husband Wife

PURSUANT TO C.R.S. 13-24-104, THE ATTORNEYS BELOW CONFIRM THEIR REPRESENTATION OF HUSBAND AND WIFE, RESPECTIVELY, IN THE COLLABORATIVE LAW PROCESS DESCRIBED HEREIN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Husband Attorney for Wife