

COLLABORATIVE LAW
PARTICIPATION AGREEMENT

PURPOSE

_____ (hereinafter referred to as “the parties”) 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 lawyers who agree to use the principles of Collaborative Law to assist them in reaching this goal.

COMMUNICATION

The parties and their lawyers intend to 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.

It is agreed that communications during settlement meetings will be focused on the economic and parenting 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 discussions of past events.

To maintain an objective and constructive settlements process, the parties agree to discuss settlement of their dissolution issues only in the settlement conference setting, unless the parties and their attorneys agree otherwise. Settlement issues will not be discussed in the presence of the parties' child, nor at unannounced times by telephone calls or appearances at the other party's residence.

Collaborative Law Participation Agreement Page 2

Collaborative Divorce Professionals, Inc. (Revised July 13, 2007)

The parties acknowledge the inappropriate communications regarding their dissolution can be harmful to their child. Communication with the child regarding these issues will occur only if it is appropriate and done by mutual agreement.

By mutual agreement, the parties may together seek the advice of a neutral child specialist. (See section on “Experts” below.) The parties specifically agree that their child will not be included in any discussion regarding the dissolution except as described in this Agreement.

The parties agree that all statements made during any settlement meeting are intended to be taken as being in furtherance of settlement, and therefore, not admissible as evidence in court. Further, neither party shall call either attorney as a witness should either or both parties resort to litigation.

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. If the parties resort to litigation, either party may call any neutral expert who has participated in the Collaborative Law process as a witness in court, and the expert's report may be submitted to the court.

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 (e.g. depositions, interrogatories, document requests, request for admissions) will be used during the Collaborative Law process.

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 make full and fair disclosure of all assets, income, debts and other

Collaborative Law Participation Agreement Page 3

Collaborative Divorce Professionals, Inc. (Revised July 13, 2007)

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 agree to sign a sworn statement making full and fair disclosure of their income, assets and debts.

ENFORCEABILITY OF AGREEMENTS

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 Law process, the written agreement shall not be submitted to the court.

ATTORNEY FEES

The parties acknowledge and agree that each party must have funds available for payment of attorney fees. The parties agree to make funds available for this purpose.

LEGAL PROCESS

Court Proceedings: Unless otherwise agreed, or in the case of an emergency, prior to reaching final agreement on all issues, no Summons and Complaint will be served or filed, nor will any other motion or document be prepared or filed which would initiate court intervention unless otherwise agreed. When the parties have reached a final agreement, the parties will file jointly for a dissolution of marriage. Alternatively, by agreement of the parties, one party may file for an uncontested divorce. Neither party nor their lawyer will use the court during the Collaborative Law process unless it is mutually agreed, or in the case of an emergency.

Withdrawal from Collaborative Law 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,

Collaborative Law Participation Agreement Page 4

Collaborative Divorce Professionals, Inc. (Revised July 13, 2007)

there will be a thirty (30) days waiting period (unless there is an emergency) before any court hearing, 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 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 postponement of a hearing.

The parties understand and agree that, if either party withdraws from the Collaborative Law process and the case proceeds to litigation, neither attorney who has represented the parties in the Collaborative Law process shall represent the party in the litigation process.

OTHER RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

The parties understand that, without filing a court action, neither party is restrained by court order from any act. However, the parties agree to the following, until further written agreement by the parties:

- Neither party will harass, annoy, interfere with, harass by telephone, assault, or cause bodily harm to the other party.
- Neither party will sell, damage, destroy, remove, encumber, dispose of, lessen the value of, or in some manner hide any asset belonging to either or both of the parties.
- Neither party will change beneficiaries on any life insurance policies, fail to pay the premiums thereon, cancel or cash in said policies, or permit said policies to lapse, or otherwise change the status of said policies.
- Neither party will withdraw, spend, encumber, or dispose of funds deposited in financial institutions, including but not limited to bank accounts (except checking accounts), savings accounts, money markets, credit unions, pension plans, or certificates of deposit.
- Neither party will change beneficiaries on any insurance policies, including but not limited to health, homeowners and automobile insurance policies, fail to pay the premiums thereon, cancel or cash in said policies, or permit said policies to lapse or otherwise change the status of said policies.

Collaborative Law Participation Agreement Page 5

Collaborative Divorce Professionals, Inc. (Revised July 13, 2007)

- Neither party will contract upon the other's credit in some manner, or incur any debt to which the other may be obligated.
- Neither party will relocate the parties' minor child from the county in which she now resides or to a location that would interfere with school attendance in her present school district.
- Neither party will conceal the whereabouts of their minor child during the pendency of the Collaborative Law process.

ACKNOWLEDGMENT OF RIGHTS

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. The parties acknowledge that, by dissolving their marriage by agreement, they will be waiving the following rights that would otherwise be available to them through the litigation process:

- The right to formal discovery, including but not limited to discovery of assets and liabilities.
- The right to have each and every item of marital property valued and to have the court resolve any disputes between them with respect to valuation.
- The right to have a court divide the marital property in a manner that the court determines to be equitable under Ohio law.

By signing below, both parties and their lawyers acknowledge that they have read this Agreement and agree to abide by its terms. Further, by signing below, the parties acknowledge that the attorneys have discussed with them all options available to them in the termination of their marriage, including, but not limited to, the collaborative process, litigation, mediation, and arbitration.

Collaborative Law Participation Agreement Page 6

Collaborative Divorce Professionals, Inc. (Revised July 13, 2007)

Dated: _____

Dated: _____

Wife

Husband

Attorney for Wife

Attorney for Husband