

Pledge to Comply with the Principles and Guidelines for the Practice of Collaborative Family Law

I GOALS

1. We acknowledge that the essence of “Collaborative Family Law” is the shared belief of the participants that it is in the best interests of parties and their families in typical Family Law matters to commit themselves to avoiding litigation.
2. We therefore adopt this conflict resolution process that does not rely on a Court imposed resolution, but relies on an atmosphere of honesty, cooperation, integrity and professionalism geared toward the future well being of the family.
3. We understand that the goal of the Collaborative Family Law process is to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to the participants and their families, and to seek a better way to resolve differences justly and equitably.

II NO COURT OR OTHER INTERVENTION

1. We commit ourselves to resolving the issues in this case without court intervention.
2. We agree to give complete, full, honest and open disclosure of all information, whether requested or not, and to engage in informal discussions and conferences for the purpose of reaching a settlement of all issues.
3. We agree to direct all attorneys, accountants, therapists, appraisers and other consultants retained in the Collaborative Family Law process to work in a cooperative effort to resolve issues without resort to litigation or any other external decision making process except as agreed upon.

III CAUTIONS AND LIMITATIONS OF COLLABORATIVE LAW PROCESS

1. We understand there is no guarantee that the process will be successful in resolving this case.
2. We understand the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict. While the parties may be intent on striving to reach a cooperative and open solution, actual performance could fall short.
3. We understand that each party is still expected to assert his/her respective interests with the assistance of his/her respective attorney.
4. We understand that we should not lapse into a false sense of security that the process will provide complete protection and acknowledge that each party may continue to act in his/her own best interests, and not in the other party’s interests, in areas that are outside the dispute, such as in changing estate plans and future financial and other activities.
5. We understand that, while the collaborative attorneys involved in this case share a commitment to the process described in this document, each of them has a professional duty to represent his or her own client diligently, and is not the attorney for the other party.

IV PARTICIPATION WITH INTEGRITY

1. We will work to protect the privacy, respect and dignity of all involved, including the other party, attorneys and consultants.
2. We shall maintain a high standard of integrity and specifically shall not take advantage of inconsistencies and others’ miscalculations, but shall disclose them and seek to have them corrected.

V EXPERTS AND CONSULTANTS

1. If experts are needed, we agree that they will be retained jointly unless all parties and their attorneys agree otherwise.

2. All experts shall be directed to follow the spirit and direction of these Principles and Guidelines and to collaborate with each other, meet and confer, and, if possible, render joint statements on the issues in dispute.

VI CHILDREN'S ISSUES

1. In resolving issues about sharing the enjoyment and responsibility of the minor children, the parties, attorneys and therapists shall make every reasonable effort to reach amicable solutions that promote the best interests of the children.
2. We agree to act quickly to mediate and/or arbitrate and resolve all differences related to the children in a manner that will promote a caring, loving and involved relationship between the children and both parents.

VII NEGOTIATION IN GOOD FAITH

1. Each attorney is independent from the other attorneys involved in the Collaborative Family Law process and represents only one party in the marital dissolution process.
2. We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.
3. Each party will be expected to take reasoned positions in all disputes and, where such positions differ, each party will be encouraged to compromise where necessary to reach a settlement of all issues.
4. Although the likely outcome of a litigated result may be discussed, we agree not to use threats of going to court as a way of forcing settlement.

VIII ABUSE OF COLLABORATIVE PROCESS

1. We understand that the Collaborative Family Law attorney will withdraw from a case as soon as possible upon learning that his or her client has withheld or misrepresented information or otherwise acted to undermine or to take unfair advantage of the Collaborative Family Law process. Examples of such violations of the process are: the secret disposition of marital property or separate property in violation of the parties agreement to provide full and honest disclosure, failure to disclose the existence or the true nature of assets and/or obligations, on-going emotional or physical abuse of the minor children of the parties, or withholding a secret plan or intention to flee the jurisdiction of the court with his or her children contrary to an agreement by the parties.

IX DISQUALIFICATION BY COURT INTERVENTION

1. We understand that the attorney's representation is limited to the Collaborative Family Law process and that the collaborative attorney can never represent the client in court in a contested proceeding against the other except by agreement of all parties.
2. In the event a party or attorney deems it necessary or unavoidable to litigate a contested issue, both collaborative attorneys will be disqualified to represent either client.
3. In the event that the Collaborative Family Law process terminates, all consultants will be disqualified as witnesses and their work product will be inadmissible as evidence unless the parties agree otherwise in writing.

X TERMINATION OF COLLABORATIVE PROCESS

1. We understand that if either party or attorney decides that the Collaborative Family Law process is no longer appropriate and elects to terminate the status of the case as a Collaborative Family Law matter, he or she should communicate this and provide written notice to the other party and his or her attorney.
2. The termination of status may also occur automatically in the event a party brings any type of contested legal proceeding against the other.

I HEREBY PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT AND WRITTEN WORD OF THIS DOCUMENT.

This the _____ day of _____, 2003.

Client

Client

Attorney

Attorney