

## **COLLABORATIVE REPRESENTATION AGREEMENT**

### **A. Scope and Duties.**

I hereby retain Attorney \_\_\_\_\_ to represent me in connection with my Collaborative Law divorce. In a Collaborative Law divorce, my spouse and I each have an attorney and all have a shared commitment to avoid litigation. I understand that the process primarily entails informal discussions and conferences for the purpose of settling all issues, and the parties and both attorneys agree to adhere to principles of honesty and mutual respect for the process.

Assuming my spouse agrees to utilize the Collaborative Law process and we sign a Collaborative Stipulation and Order, Attorney \_\_\_\_\_ will represent my interests through the final settlement and filing of a judgment of divorce. However, Attorney \_\_\_\_\_ will not represent me in any family law litigation against my spouse should the Collaborative Law process end before settlement. I understand that Attorney \_\_\_\_\_'s representation is terminated by any party's decision to litigate, whether or not it was my decision. I specifically limit Attorney's \_\_\_\_\_ representation of me to the Collaborative Law settlement process.

I acknowledge and agree that for so long as I participate in the Collaborative Law process, I give up my right to have my own experts, my access to the court system and the right to formally object to producing any documents or to providing any information to the other side that Attorney \_\_\_\_\_ determines is appropriate.

I agree to make full disclosure of the nature, extent, value of and all developments affecting my income, assets and liabilities. I authorize Attorney to fully disclose all information which in her discretion must be provided to my spouse and my spouse's attorney.

Attorney \_\_\_\_\_ and I both retain the right to withdraw from this contract if either of us feels we cannot abide by the principles of Collaborative Law by notifying the other in writing. We each agree to give the other fifteen (15) days notice of intention to withdraw. In addition, Attorney \_\_\_\_\_ and I each have the right to terminate the Collaborative process upon notice to both parties and attorneys.

If my spouse declines to proceed in a Collaborative Law process, I agree that this retainer agreement will be null and void, and Attorney \_\_\_\_\_ and I will need to enter into a new retainer agreement for conventional divorce representation before she can proceed to represent me.

### **B. Financial Provisions**

1. The retainer fee is \$\_\_\_\_\_ and is due and payable upon signing this agreement. The retainer fee is applied toward the hourly charges and disbursements expended on the matter. If my matter is completed for charges less than my retainer, Attorney \_\_\_\_\_ will refund any remaining amount within 30 days of completion. Attorney \_\_\_\_\_ reserves the right to require additional retainer fees and cost advances during the term of representation as the need becomes apparent based upon billing statements setting forth hourly fees and disbursements and a projection of future fees. A final total fee cannot be calculated at this time. I understand I will receive an itemized monthly statement and will have five days from the date of mailing to object to any portion of the bill to be paid from monies held in Attorney \_\_\_\_\_'s trust account. If no objection is received, trust monies will be disbursed.

2. I agree to pay Attorney \_\_\_\_\_'s fees at the rate of \$\_\_\_\_\_ per hour and legal assistant fees at the rate of \$\_\_\_\_ per hour. Hourly fees will be assessed for all time expended by Attorney \_\_\_\_\_. The time spent includes, but is not limited to travel time, telephone conferences (which include listening to and leaving messages on voicemail) and e-mail correspondence.

4. In addition to charges for services, I agree to pay to reimburse Attorney \_\_\_\_\_ for necessary expenses, including but not limited to filing fees, court costs, long distance telephone calls, photocopy expenses, facsimile expenses, appraisal fees, specialist fees and consultant fees. Bills for disbursements and costs incurred during the course of the proceeding are payable upon receipt of the statement.

5. I acknowledge that Attorney \_\_\_\_\_ has made no promises or guarantees to me concerning the outcome of this matter. I have the right to discharge \_\_\_\_\_ at any time. If I do so, I agree that she will be paid or arrangements will be made to pay for any work done, time expended or costs incurred before any file is released.

6. I will pay all bills in excess of the retainer within 5 days of receipt, unless other arrangements are made with the agreement of Attorney \_\_\_\_\_. If I fail to do so, Attorney \_\_\_\_\_ may notify me in writing of withdrawal as my attorney unless we make alternate arrangements.

**C. Retention/Destruction of File**

Our firm will retain your court pleadings for a period of ten (10) years upon closing your matter. Records may be retained off site and may require advance notice and a prepaid retrieval fee to obtain them after one (1) year.

Please contact us to schedule a **final meeting** upon the completion of your action to review documents. We will discuss what additional documents you want returned rather than destroyed, i.e. tax returns, accounts statements, etc.

**I HAVE READ THIS REPRESENTATION AGREEMENT AND THOROUGHLY UNDERSTAND AND ACCEPT ITS CONDITIONS. I HAVE RECEIVED A COPY OF THIS AGREEMENT.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Attorney