

DATE

CLIENT NAME
ADDRESS

PRIVATE AND CONFIDENTIAL

Re: **COLLABORATIVE ENGAGEMENT AGREEMENT**

Dear _____:

This will confirm and constitute a memorandum of our understanding regarding our representation of you in connection with your separation and divorce. I agree to be your attorney in a Collaborative Process. I will not be your spouse's attorney, and nothing in this Agreement should be construed to give me any independent obligations to your spouse. Your spouse must have his/her own attorney in the process.

We have discussed various alternative processes available to you such as litigation, mediation, traditional negotiation, expert evaluation, and the Collaborative Process, and the risks and benefits of each of ~~those~~ the processes. We have also discussed whether there is a history of family abuse. You have determined to pursue resolution of your issues through the Collaborative Process.

This Agreement is entered into in contemplation of your and your spouse's signing a Collaborative Participation Agreement. If the Collaborative Participation Agreement is not signed, this Engagement Agreement will be of no effect and you and I will need to enter into a new Agreement for conventional divorce representation before I can proceed to represent you.

1. **Collaborative Process**

The Collaborative Process mostly involves informal meetings and discussions with you, me, your spouse, and your spouse's attorney all present. Additionally, other professionals, including a financial professional and mental health professionals, may be hired to work with everyone collaboratively. The focus of our discussions will be to find an acceptable settlement of all issues between you and your spouse.

When you retain another Collaborative professional, you will make financial arrangements and sign an engagement agreement with each additional Collaborative professional (such as a mental health professional, a financial professional, or a neutral expert).

If you sign the Collaborative Participation Agreement, I will not be your attorney in court proceedings against your spouse if either of you decides to go to court other than for a

mutually-agreed submission of documents to obtain an uncontested divorce or other mutually-agreed consent order; to ask a court to affirm, ratify, and incorporate any agreement resulting from the Collaborative Process into a court order; to enter any consent order necessary to effectuate the terms of any 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 or a party's family or household member, if a successor lawyer is not immediately available to represent such person, until a successor attorney is obtained or the protection is achieved. (other than representing you in uncontested divorce proceedings or entering a consent order). If either you or your spouse

initiates court proceedings, my firm will have to terminate our services and withdraw as your attorney and you will need to hire a new attorney.

You acknowledge and agree that for so long as you participate in the Collaborative Process, you are giving up your right to

- file in court (except for an uncontested divorce or entry of a consent order: to ask a court to affirm, ratify, and incorporate any agreement resulting from the Collaborative Process into a court order; to enter any consent order necessary to effectuate the terms of any agreement resulting from the Collaborative Process; or to seek or defend an emergency order to protect the health, safety, welfare, or interest of you or your family or household member, if a successor attorney is not immediately available until a successor attorney is obtained or reasonable measures are taken to protect the health, safety, welfare or interest of you or your family or household member);
- retain your own expert not agreed to by your spouse;
- formally object to producing any documents or providing any information to your spouse and your spouse's attorney that I determine is important to be produced;
- file discovery requests to obtain information from your spouse; and
- subpoena information or documents from employers or other persons.

2. **Disclosure**

By signing this engagement agreement, you authorize me in my discretion to disclose sufficient information to your spouse's attorney so that we can prepare to begin the Collaborative Process and sign the Collaborative Participation Agreement. You also authorize me in my discretion to disclose sufficient information to other Collaborative Professionals so that they can be prepared to meet with you and can determine whether they can assist you.

This is a limited scope representation. Once the Collaborative Participation Agreement is signed, you agree to make full disclosure of all of your assets, debts, income, and expenses and all information that is important to either party being sufficiently informed to make decisions in the Process, any changes that occur ~~in these~~ while you are in the Collaborative Process. You understand the importance of giving me all the facts and being totally honest with me. I can only do my best job for you if I have your trust and you fully inform me.

Also in the Collaborative Participation Agreement, you authorize me to fully disclose all information which in my discretion must be provided to your spouse and your spouse's attorney and the other Collaborative professionals working on your matter. You understand that, because you are agreeing that your information can be shared, no attorney-client privilege applies to the Collaborative Process. You understand that you can assert your right of attorney-client confidentiality and instruct me not to reveal specific information; however, I would have to withdraw from the Collaborative Process and representation of you in the event that you withhold or misrepresent information that should properly be shared as part of the Collaborative Process and **continue to withhold or misrepresent such information, or otherwise act so as to undermine or take unfair advantage of the Collaborative Process.** You agree that, if litigation later occurs, you will not subpoena any of the Collaborative Professionals participating in the Collaborative Process, unless agreed by both you and your spouse and the professional subpoenaed.

You instruct me not to disclose to anyone outside the Collaborative Process any communication or information generated by the Process by either party, the attorneys, or by the other professionals except for certain exceptions listed in the Collaborative Participation Agreement.

3. Withdrawal/Termination

You have the right to discharge our firm for any reason. We, in turn, reserve the right to terminate our representation of you as permitted by the Rules of Professional Conduct. For example, we may terminate our representation of you if you fail to pay fees, costs or amounts due in a timely manner or fail to replenish your escrow balance, if you violate the terms of the Collaborative Participation Agreement, or if any fact or circumstance arises which would, in our view, render our continuing representation unlawful, unethical or inconsistent with the terms of the Collaborative Participation Agreement, or inadvisable for any other reason.

I agree to give you 15 days notice in writing of my intention to withdraw as your attorney in the Collaborative Process. You agree to give me reasonable notice in writing if you intend to withdraw from the Collaborative Process or terminate my representation for any other reason.

If the Collaborative Process terminates because either you or your spouse decides to go to court, neither I nor my firm will be able to represent you in the litigation process in this or any related matter except to seek or defend an emergency order to protect the health, safety, welfare, or interest of you or your family or household member, if a successor attorney is not immediately available until a successor attorney is obtained or reasonable measures are taken to protect the health, safety, welfare or interest of you or your family or household member. I will, however, at your request, refer you to a new attorney and assist in transitioning your case consistent with the terms of the Collaborative Participation Agreement.

4. **Fee Advance**

We will begin work under this agreement upon receipt of a fee advance of \$ ____.

5. **Billing Rates**

Since we cannot determine in advance the exact nature and extent of the services to be rendered on your behalf, our fee will be based on the time actually devoted to your case at our regular hourly rates. My hourly rate for collaborative law representation in your matter will be \$ ___ per hour in 20 __. Our hourly rate in 20 __ for paralegals is \$ ___ per hour.

Some of our support staff have both clerical and paralegal duties. We charge for their time only when they perform paralegal functions.

6. **Monthly Bills**

We will deduct our fees and costs which appear on your monthly bill from your funds held in trust.

We render bills monthly. Payment is due upon receipt.

7. **Acknowledged and Accepted**

Please indicate your agreement with the terms set forth above by signing one original of this letter and returning it to me with a check for your fee advance. [I acknowledge receipt of your fee advance]. The other original is for your records.

[If sending engagement agreement electronically, in lieu of the preceding paragraph: Please indicate your agreement with the terms set forth above by signing this letter and returning it to me with a check for your fee advance. [I acknowledge receipt of your fee advance]. Please keep a copy of the agreement for your records.

We thank you for your confidence in our services and we look forward to working with you.

Very truly yours,

Attorney's Name

Client Name
Date
Page 5

I have read and accept the terms of the above Engagement Agreement and I engage your firm to represent me in accordance with the terms set forth in this letter.

Date

Name

(Please print your name)

[AWW-0003] - [Collaborative - D.C. Metro Protocols] 1073319

| [4850-5509-0152, v. 3](#)