

**ADDENDUM TO ATTORNEY CLIENT AGREEMENT
ACCEPTANCE OF COLLABORATIVE PROCESS**

This addendum to our Fee Agreement will memorialize that you have chosen the collaborative process in which to resolve the issues involved in the dissolution of your marriage. Our Fee Agreement is modified to the extent the following contradicts anything in our Fee Agreement.

1. **PROCESS CHOICE:** You and I have discussed the different options that are available to you in order to resolve your case. The one most known is litigation. You are aware that that is where a judge decides the case for you. There are also choices in the litigation which involve mediation or arbitration. Both of these latter two processes may be utilized in the collaborative process as well. I have also explained that the collaborative process is where you promise not to go into litigation and agree to allow me to guide you through a resolution process. You have decided to use the collaborative process. Your spouse must also agree to the collaborative process for this addendum to our agreement to take effect.

2. **NO LITIGATION:** You have agreed to commit to a consensus building process in order to resolve the dissolution of marriage without litigation. That means that you will not threaten to "take it to court" before you come to an agreement. If you and your spouse work the collaborative process, but are unable to come to a resolution, you understand that I will no longer represent you. Your spouse's attorney will no longer represent him/her. You will be required to hire new counsel to litigate your case. My representation also will terminate by the decision by either party to go to litigation, whether or not the decision is yours. There will be no refund of the fees that you have paid me, and you will be required to finish paying whatever fees you have incurred in this process. I will not represent you in contested litigation against your spouse now, or in the future. When you come to an agreement in the collaborative process, I will, however, be an attorney of record for you for filing all documents and orders that are agreed to by both you and your spouse.

3. **FULL DISCLOSURE:** You agree to make a full disclosure of all nature, extent, and value of your income, assets, and liabilities. You understand that if I find that you are not making a full disclosure, I will withdraw as your collaborative counsel. This may be a signal to the other counsel that you have failed to disclose something.

4. **THE PROCESS:** The collaborative process will involve engaging in informal discussions and conferences for the purposes of settling all issues between you and your spouse. You agree to deal with your spouse honestly and with mutual respect for one another. You understand that the process will not work without your work and cooperation throughout the process.

5. **THE COACH:** You have agreed to hire a collaboratively trained coach as a part of this process. The extent of the use of the coach will be determined by you and me as the process moves forward. You will need to have an initial meeting with the coach prior to the first 4-way meeting with the attorneys and your spouse. There may be occasions where the coaches will attend the 4-way meeting to give us additional assistance.

SIGNED this ____ day of _____, 2009.

ATTORNEY

CLIENT