

**COLLABORATIVE LAW ADDENDUM**  
**TO EMPLOYMENT AGREEMENT**

You have retained me to advise you in connection with your divorce using the Collaborative Law process in which you and your spouse will each have an attorney, and all will have a shared commitment to avoid litigation. You have read the Collaborative Law Scope and Duties document and the Collaborative Law Participation Agreement which are Exhibits to this Retainer Agreement and which are incorporated herein by reference.

I have explained to you the potential advantages and disadvantages of this process and have answered all your questions about them to your satisfaction. Specifically, you have advised me that you are voluntarily choosing this process because of the advantages stated and with full awareness of the disadvantages. You have represented to me that you have not been forced to participate in this process under any coercion or duress or promise of benefit by your spouse or anyone else.

You understand and agree to what the scope of my representation of you will be and what will be our respective duties. You understand and agree to the limitations on my representation of you and the circumstances under which I will withdraw from that representation. Also, you and I both retain the right to withdraw from further obligation under this contract by notifying the other in writing, if either or us feels we cannot abide by the principles of Collaborative law or cannot practice them for whatever reason. We agree that both of us will promptly sign all documents required for me to withdraw as your attorney, upon the requests of either of us.

I will keep you reasonably informed of the settlement process and will not agree to a settlement of any issue without your consent. I will promptly respond to your inquiries.

You acknowledge and agree that, for so long as you participate in the Collaborative Law process, you are giving up your right to have your own expert(s), your 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 I determine is appropriate.

To this end, you agree to make full disclosure of the nature, extent, value of - and all developments affecting - your income, assets and liabilities. You agree to make full disclosure of all material information concerning your and your spouse's child(ren). You authorize me to fully disclose all information, whether privileged or not, which in my discretion I determine should be provided to your spouse and his or her attorney.

If, prior to our beginning the Collaborative Law process, your spouse declines to proceed in the Collaborative Law process, this addendum to the employment agreement will be null and void and you can retain me or another lawyer for conventional divorce representation.

I have made every effort at this point to acquaint you with my philosophy and procedures and with the parameters within which I am able to assist you. You know that you are expected to assert your interests, vigorously negotiate in good faith and take a reasonable position designed to meet the fundamental needs of both parties and their child(ren) and, if necessary, to compromise, in order to reach a settlement of all issues. To these ends, I will assist you. You have no false sense of security that this process will protect you or eliminate any concerns you may have about the disharmony, distrust and irreconcilable differences which have led to the current conflict. You know that your spouse's attorney has a professional duty to represent him or her diligently and is not ever acting as your attorney; just as I represent you only, and your spouse should not look to me for any advice. You understand that each of your lawyers is independent from the other attorneys, and we each represent only one party in the collaborative process of your marriage dissolution. You understand that I make no promises or guarantees as to the outcome of the case, having only promised to provide you with reasonable and necessary Collaborative Law services.

NOTICE

THIS IS A LEGALLY BINDING CONTRACT. It is performable and enforceable in Tarrant County, Texas under the laws of the State of Texas. Before signing this letter agreement, please read it carefully and be sure you understand, ask about it. Do not hesitate to have this agreement reviewed by another attorney of your choice, if you wish. I encourage you to do that if you have any uncertainty about entering into any part of this agreement. It is very important that we have a clear understanding about the Collaborative Law process and the scope of my employment so that we can devote our efforts and attention to the substance of your case and avoid any possible misunderstanding.

I have read, I understand and I agree to the terms of the foregoing Addendum.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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