



Amicable Divorce Process

Client Acknowledgment and Agreements Regarding the Amicable Divorce Process

I understand that I have elected to engage in the Amicable Divorce Process in order to resolve my DIVORCE. I understand that in doing so, my case will not be filed with the court system until a final agreement has been reached. By initialing and signing below, I specifically represent and affirm that I **understand, acknowledge, and agree** to all of the following.

1. I am committing to a low conflict process in which I *can* express my feelings of sadness, frustration, and other emotions, but I will *not* act in an aggressive, offensive, abusive or other manner that would create conflict in my case.

2. I am required to follow the terms of the **Agreement to Maintain Status Quo** executed concurrent with this Acknowledgement. To facilitate the Amicable Divorce Process, I am voluntarily agreeing to abide by the terms of the Agreement to Maintain Status Quo, which is similar to a **Joint Preliminary Injunction ("JPI")**, which would have been issued by the Family Court in my county in Nevada if this matter were in litigation. If I do not abide by the Agreement to Maintain Status Quo, the Amicable Divorce Process may terminate, and progress may be lost or delayed. I will speak with my attorney about the JPI and what it means. In essence, I am agreeing to contractually, to follow the terms of a Joint Preliminary Injunction in addition to any other agreements made in this Acknowledgment.

3. With the guidance of my attorney, I will either complete a **Financial Disclosure Form** or any form requested by my attorney that will provide thorough, comprehensive, and complete disclosure of information regarding assets, liabilities, income, and expenses. If I am comfortable with using the online platform **dtour.life**, I will diligently and thoroughly enter the requested divorce information regarding assets, debts, income, expenses, and personal information, in lieu of providing information to my attorney by other means. Further, if the information is used to create a Financial Disclosure Form, or any other document certifying the truthfulness and accuracy of the information provided, I will sign that form under oath. I will be truthful in any Affidavit, and I will not hide or mischaracterize assets, liabilities or income or any information I provide. I understand that the Affidavit, Financial Disclosure Form, or any information that I provide will be shared and relied upon by my spouse and their attorney and my attorney. I will not share my any Affidavit, Financial Disclosure Form, or any information that I

Party 1 initials_____

Page 1 of 4

Party 2 initials_____

DISCLAIMER: This form is provided by the Amicable Divorce Network ("A.D.N.") for use by A.D.N. attorneys and their clients. Provision of this form does not constitute any relationship between the attorneys and A.D.N. or between the parties and A.D.N. or between the attorneys and Divorce Amicably ("D.A.") or between the parties and D.A. This form does not constitute legal advice.



or my spouse creates or exchanges during the Amicable Divorce Process to any third party (unless a professional involved in this matter) without the consent of my spouse.

4. I will not communicate with my spouse's attorney during this process; I will communicate solely with my own attorney except during group meetings, emails, and other communications (if any) that include both parties and both attorneys. I understand that my spouse's attorney's inability to communicate directly with me is due to Nevada State Bar Rules (and does not constitute a lack of cooperation on the part of my spouse's attorney).

5. I understand that because my case is not being filed with the court system until all issues are settled, I will **not** have the right to issue or utilize:

(A) Subpoenas (which are a tool that allows an attorney to formally demand testimony or documents from a party, in this case the spouses, or a non-party, such as a bank).

(B) Requests for Production of Documents (which allow an attorney to formally demand that a party or a non-party produce documents).

(C) Interrogatories (which allow an attorney to pose formal written questions to a party that require responses under oath).

(D) Requests for Admission (which allow an attorney to pose "admit" or "deny" type questions to the other party).

(E) Any other manner of obtaining information that is available in litigation (in other words, when a spouse has sued another spouse and a judge is presiding over the case).

6. Rather than the methods described in Section 5, I will have the right, through the Amicable Divorce Process, to request documents and information from my spouse that will allow me to make fully informed settlement decisions in my case. My attorney will guide me through this process. Therefore, I will discuss with my attorney all information that I desire to review in this matter.

7. The **voluntary, complete, and truthful** exchange of documents and information is crucial to the Amicable Divorce Process because a court is not involved until all issues are settled. I will provide **complete and unaltered documents and truthful information** in this matter as guided by my attorney. I agree to provide the same information in a diligent and timely fashion.

Party 1 initials_____

Page 2 of 4

Party 2 initials_____

DISCLAIMER: This form is provided by the Amicable Divorce Network ("A.D.N.") for use by A.D.N. attorneys and their clients. Provision of this form does not constitute any relationship between the attorneys and A.D.N. or between the parties and A.D.N. or between the attorneys and Divorce Amicably ("D.A.") or between the parties and D.A. This form does not constitute legal advice.



8. If I am deceptive or evasive in the sharing of documents and information by hiding, mischaracterizing, or omitting relevant information and materials, I could later be subject to legal proceedings related to fraud; my divorce could be undone ("set aside" in legal terms); I could be ordered to pay my spouse's attorney's fees; and I may be subject to other penalties and consequences.

9. If the use of any professional (other than attorneys) is needed in my case (such as mental health or financial professionals), preference will be given to members of the Amicable Divorce Network. If I have any issue with this process or any professional chosen, I have the affirmative duty to express my concerns and questions to my attorney as soon as they arise.

10. In the event an agreement cannot be reached through negotiation facilitated by the attorneys, mediation will be attempted in order to resolve any remaining dispute(s). More information about mediation can be found at www.DivorceAmicably.com/dispute-resolution/

11. THIS PROVISION REGARDS ARBITRATION - In the event mediation is unsuccessful, any remaining issues will be submitted to binding arbitration, where a certified arbitrator, sometimes known as a "private judge," will make final and binding decisions (this is one of the features of the Amicable Divorce Process that facilitates resolution without Court). I understand that the Amicable Divorce Process requires arbitration to resolve any issues that are not settled through negotiation or mediation. However, I may opt out of the Amicable Divorce Process before arbitration and choose to pursue litigation and trial before a judge/court. However, once arbitration commences, I will be bound by the arbitrator's decisions, and they will become part of the Court Order signed by the judge when my divorce is granted. I will thoroughly discuss arbitration concepts with my attorney. More information about arbitration can be found at www.DivorceAmicably.com/dispute-resolution/

12. I have the ability to leave/terminate the Amicable Divorce Process at any time if I feel it no longer fits my needs, without any penalty. However, all fees earned by professionals involved in your case will still be due and payable; and proceeding in a different manner (such as litigation) may involve increased attorney's costs and fees, a greater retainer, and other associated fees and expenses.

13. The fees and costs of the Amicable Divorce Process are determined and governed pursuant to the agreement (such as a Retainer Agreement) that I enter with each professional involved, including your

Party 1 initials_____

Page 3 of 4

Party 2 initials_____

DISCLAIMER: This form is provided by the Amicable Divorce Network ("A.D.N.") for use by A.D.N. attorneys and their clients. Provision of this form does not constitute any relationship between the attorneys and A.D.N. or between the parties and A.D.N. or between the attorneys and Divorce Amicably ("D.A.") or between the parties and D.A. This form does not constitute legal advice.



attorney. I do not have any legal or contractual relationship with the Amicable Divorce Network or Divorce Amicably.

14. I should not threaten to take this matter to court or to terminate the Amicable Divorce Process unless it is my intent to do so immediately. I will advise my counsel of any desire that I have to leave/terminate the Amicable Divorce Process.

15. To leave/terminate the Amicable Divorce Process, an Amicable Divorce Termination Form will be provided to me that I must sign.

16. I agree at all times in this process to be timely in my responses, courteous in my communications and truthful in my disclosures. I will communicate my feelings in a civilized manner. Information about mental health support during the Amicable Divorce Process can be found here - www.DivorceAmicably.com/mental-health-resources/ and information regarding coaching during the Amicable Divorce Process can be found here - www.DivorceAmicably.com/coaching/

17. I understand that the Amicable Divorce Network and Divorce Amicably are not responsible for any complaints or issues I may have with my attorney or other network professional. I understand any grievances I may have with a professional must be addressed with them directly, and if necessary, the entity that licenses them.

I understand, acknowledge, and agree to the foregoing items 1 - 17:

PARTY 1: XXX

PARTY 2: XXX

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

Copies to attorneys' files and clients. For more information, visit www.DivorceAmicably.com

Party 1 initials_____

Page 4 of 4

Party 2 initials_____

DISCLAIMER: This form is provided by the Amicable Divorce Network ("A.D.N.") for use by A.D.N. attorneys and their clients. Provision of this form does not constitute any relationship between the attorneys and A.D.N. or between the parties and A.D.N. or between the attorneys and Divorce Amicably ("D.A.") or between the parties and D.A. This form does not constitute legal advice.