



Amicable Divorce Network Agreement to Maintain Status Quo

WHEREAS, the parties intend to use the Amicable Divorce Network (ADN) process to resolve their case;

WHEREAS, the parties desire to settle their case before filing in court and to file their case as uncontested (meaning already settled when filed with the court);

WHEREAS, the parties recognize that maintaining the status quo on certain finances and logistics will facilitate stability, for themselves and the child(ren) (if applicable), while they negotiate their case;

WHEREAS, if the parties had filed for divorce in Clark County Nevada, the Court would have issued a Joint Preliminary Injunction, and the parties desire to contractually agree to comply with those terms as if such an injunction had been issued;

NOW THEREFORE, the parties agree that the following terms will remain in effect until they agree otherwise in writing or their case is finalized.

Joint Preliminary Injunction: The parties agree to be contractually bound by the provisions which are included in Joint Preliminary Injunctions issued in Clark County, Nevada in divorce actions. A copy Joint Preliminary Injunction terms is attached and incorporated by this reference as Exhibit "1."

In addition to those terms, the parties further agree to the provisions set forth below. If there is a conflict between the provisions of the Joint Preliminary Injunction language and the provisions set forth below, the more restrictive provisions curtailing negative conduct or the more expansive provisions encouraging positive conduct shall prevail:

Marital Property: Neither party will reduce or dispose of any assets, regardless of whose name the asset is titled in, except in the ordinary course of family business. Reducing or disposing of assets includes but is not limited to selling, gifting, spending, using as collateral for debt, trading, contracting to sell, or removing from the state. The ordinary course of business includes typical and routine transactions (e.g. mortgage, utilities, food, other expenses that are normal for your family), attorney's fees, court costs, and fees for other divorce-related professionals, and moving expenses but not the purchase of new property.

Financial Accounts: Neither party will close or remove the other party's name from any bank, credit card, investment, or other financial accounts. Neither party will interfere with the other party's access to said accounts, including by changing the password.



Credit Cards: Neither party will remove the other party as an authorized user on any credit cards accounts nor cancel any credit card accounts. Neither party will make any unusual charges on a credit card that are not in the normal course of family business.

Utilities: Neither party will disconnect the other party's utilities or cause them to be disconnected by stopping payment. Utilities are defined as water/sewer, electricity, gas, trash/recycling collection, cable, internet, and phone, including cell phones.

Insurance: Neither party will alter, suspend, terminate or fail to pay the premiums for the other parties' or children's insurance. Insurance includes health insurance, life insurance (including changes to beneficiary designations), disability insurance, home owner's or renter's insurance, automobile insurance, and any other insurance.

Respectful Treatment: Neither party will injure, harass, or threaten the other party, the child(ren), or any family member of the other party.

Wellbeing of Children: If there are children, neither party will:

- Speak badly or allow others to speak badly of the other parent in front of the child(ren);
- Alienate the child(ren)'s affection for the other parent.
- Argue with the other parent in front of the child(ren);
- Pass messages or child support to the other parent through the child(ren);
- Interfere with reasonable communication between the other parent and the child(ren);
- Prevent the other parent from attending special activities the child(ren) is/are engaged in, such as extracurriculars, school events, or religious activities; or
- Discuss unnecessary information about this case with the child(ren).

Travel for Children: Neither party will remove the child(ren) or cause them to be removed from the state in which the child(ren) currently reside. As an exception, the parties may take the minor child(ren) out of state for periods of less than 14 days for activities such as vacation, summer camp, or school trips upon written approval from the other parent. The party taking the child out of state will give at least 14 days' written notice to the other party which shall include where the children will be traveling, dates of travel, and any flight numbers or similar for the children. Consent shall not be unreasonably withheld.

Children's Schools: Neither party will enroll the child(ren) in a new school or school district, daycare or pre-K program unless the child(ren) become(s) ineligible for continued enrollment in their current school or school district.

Modification: The parties may, by mutual written agreement, choose to modify the terms of this Agreement to Maintain Status Quo.



Signatures:

XXX

Date: _____

XXX

Date: _____

The parties may execute the same form, or execute separately, and exchange signed forms.



EXHIBIT "1"

JOINT PRELIMINARY INJUNCTION TERMS

Notice: This injunction is effective upon the requesting party when issued and against the other party when served. This injunction shall remain in effect from the time of its issuance until trial or until dissolved or modified by the court.

TO: Plaintiff and Defendant:

PURSUANT TO EIGHTH JUDICIAL COURT RULE 5.518, YOU, AND ANY OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR A PERSON IN ACTIVE CONCERT OR PARTICIPATION WITH YOU, ARE HEREBY PROHIBITED AND RESTRAINED FROM:

1. Transferring, encumbering, concealing, selling or otherwise disposing of any of the joint, common or community property of the parties or any property that is the subject of a claim of community interest, except in the usual course of conduct or for the necessities of life or for retention of counsel for the case in which the JPI is obtained; or cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of:
 - (A) Any retirement benefits or pension plan held for the benefit (or election for benefit) of the parties or any minor child; or,
 - (B) Any insurance coverage, including life, health, automobile, and disability coverage; without the written consent of the parties or the permission of the Court.
2. Molesting, harassing, stalking, disturbing the peace of or committing an assault or battery on the person of the other party, or any child, stepchild, other relative, or family pet of the parties.
3. Relocating any child of the parties under the jurisdiction of the State of Nevada from the state without the prior written consent of all the parties with custodial rights or the permission of the court.