



Phoebe P. Hall

Deborah A. Allen
Paralegal

**TO RECIPIENT: COMPLETE, SIGN
AND RETURN TO FIRM**

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**QUESTIONNAIRE FOR DRAFTING BASIC AGREEMENT
WITH CHILDREN AND PROPERTY
(NO QDROs; NO SPECIAL DRAFTING)**

Questionnaire to Be Completed by Client
With all Terms Desired in Agreement by Client

Note: Fill in all applicable sections completely as document will be prepared based on what is on this form. **(PLEASE PRINT LEGIBLY)**

Attention: In the event that after you read this Questionnaire you desire a conference with a paralegal who can help you complete the form (but who cannot give you legal advice) or with an attorney who can give you legal advice, please consult the fee agreement form and request the necessary conferences before having us draft your agreement. (You can bring your partially completed form to that conference to explain your questions.)

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PERSONAL DATA:	
Wife:	<p>_____</p> <p>Wife's name as it should appear in the agreement</p> <p>_____</p> <p>Wife's nickname</p>
<p>Wife's Social Security No.:</p> <p>Address:</p> <p>Date of Birth:</p> <p>Place of Birth:</p> <p>No. of this marriage</p> <p>Education: Elementary or Secondary (Specify highest grade completed 0-12)</p> <p>College (Specify years attended 1-4 or 5+)</p> <p>Wife's complete maiden name</p> <p>Is there to be a resumption of the former name?</p> <p>Name to be resumed?</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>Month _____ Day _____ Year _____</p> <p>_____</p> <p><input type="checkbox"/> First <input type="checkbox"/> Second <input type="checkbox"/> Third <input type="checkbox"/> Other _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(First, middle and last name required)</p> <p><input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>_____</p> <p>(First, middle and last name required)</p>
Wife's Place of Employment: Address:	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Job Title:	<p>_____</p> <p>_____</p>
Length of Employment	<p>_____</p> <p>_____</p>

<p>Husband:</p>	<p>_____</p> <p>Husband's name as it should appear in the agreement</p> <p>_____</p> <p>Husband's nickname</p>
<p>Husband's Social Security No.:</p> <p>Address:</p> <p>Date of Birth:</p> <p>Place of Birth:</p> <p>No. of this marriage</p> <p>Education: Elementary or Secondary (Specify highest grade completed 0-12)</p> <p>College: (Specify years attended 1-4 or 5+)</p> <p>Husband's Full Name:</p> <p>Husband's Place of Employment: Address:</p> <p>Job Title:</p> <p>Length of Employment:</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>Month _____ Day _____ Year _____</p> <p>_____</p> <p>() First () Second () Third () Other _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(First, middle and last name required)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

MARRIAGE:

Date of Marriage?

Month _____ Day _____ Year _____

Place of Marriage?

City _____ State _____

Date of Separation?

Month _____ Day _____ Year _____

Address where parties last cohabited?
(Include County or City where the residence is located)_____
_____**LIVING CHILDREN BORN OR ADOPTED OF THIS MARRIAGE:**Are there any living children born or adopted of this marriage? Yes No**Name and Social Security Number (mandatory) of each child as it should appear in this agreement:****Birthdate:****Age:** **Check if child is still in High School but over 18:****CUSTODY:**

What will be the arrangements for custody of minor child(ren)?

 sole custody to Wife sole custody to Husband joint legal custody (decision making) with physical custody and primary residence with the Wife joint legal custody (decision making) with physical custody and primary residence with the Husband joint legal and physical custody with residential time to be shared as shown on attached schedule.

VISITATION:	
How will visitation be described?	<input type="checkbox"/> reasonable visitation <input type="checkbox"/> liberal visitation
Will there be a specific visitation schedule?	<input type="checkbox"/> yes <input type="checkbox"/> no
If there is to be a specific visitation schedule, will it be the schedule we use as a standard matter which is attached hereto, or will it be a schedule you make and attach?	<input type="checkbox"/> use your standard schedule (attached) <input type="checkbox"/> use my schedule which I have attached to this form, ready to be attached to the original agreement as is.
CHILD SUPPORT:	
Will one spouse pay the other spouse monthly payments of child support? (Monthly child support is normally paid for children who are under the age of 18 or who are no more than 19 and still in high school)	<input type="checkbox"/> Yes: Wife to Husband <input type="checkbox"/> Yes: Husband to Wife <input type="checkbox"/> No
When will the provisions regarding monthly child support begin?	<input type="checkbox"/> immediately <input type="checkbox"/> the 1st day of the month <i>following</i> the <u>date of the agreement</u> <input type="checkbox"/> the 1st day of the month <i>following</i> the <u>entry of a final decree of divorce</u> <input type="checkbox"/> the 1st day of the month <i>following</i> <u>closing on the sale or transfer of the marital residence</u> <input type="checkbox"/> the 1st day of the month <i>following</i> the <u>sale or transfer of the marital residence</u> or <i>following</i> <u>entry of a final decree of divorce</u> , whichever is earlier
How will the child support be paid?	<input type="checkbox"/> Once a month on the ____ day of each month. <input type="checkbox"/> ½ on the 1st & ½ on the 15th of each month <input type="checkbox"/> ½ on the 15th & final day of each month <input type="checkbox"/> every other week on _____ (day of week) <input type="checkbox"/> every week on _____ (day of week)

Guidelines:	
<p>Will child support be based on the guidelines for child support found in the Virginia code or on the agreement of the parties regardless of the guidelines? (the guidelines are set forth in Section 20-108.2 of the Code of Virginia and are used to compute the presumptive amount of child support, there are also deviation factors set forth in 20-108.1 of the Code of Virginia that the court can apply to award support that is not in the amount of the guidelines. One of those factors is the agreement of the parties).</p>	<p><input type="checkbox"/> Yes, child support will be based on the statutory guidelines (* If you want this calculated, send back enclosed form with check for \$100.00)</p> <p><input type="checkbox"/> No, child support will be based on our agreement and not on the guidelines.</p> <p><input type="checkbox"/> No, child support will be based on an existing Juvenile Court order.</p>
<p>What will the child support be?</p>	<p><input type="checkbox"/> Husband will pay the Wife the sum of \$_____ per month</p> <p><input type="checkbox"/> Wife will pay the Husband the sum of \$_____ per month.</p>
<p>Health insurance: Company Name: _____ Plan/Policy #: _____</p>	<p><input type="checkbox"/> Husband will carry health insurance on the child(ren).</p> <p><input type="checkbox"/> Wife will carry health insurance on the child(ren).</p>
<p>Health insurance:</p>	<p><input type="checkbox"/> Benefit through Husband's employer: _____</p> <p><input type="checkbox"/> Benefit through Wife's employer: _____</p> <p><input type="checkbox"/> Neither</p>
<p>Dental insurance: Company Name: _____ Plan/Policy #: _____</p>	<p><input type="checkbox"/> Husband will carry dental insurance on the child(ren).</p> <p><input type="checkbox"/> Wife will carry dental insurance on the child(ren).</p> <p><input type="checkbox"/> Neither party will carry dental insurance</p>
<p>Dental insurance:</p>	<p><input type="checkbox"/> Benefit through Husband's employer: _____</p> <p><input type="checkbox"/> Benefit through Wife's employer: _____</p> <p><input type="checkbox"/> Neither</p>

<p>Medical, Dental and Vision Expenses:</p> <p>Check all that apply:</p> <p><input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision</p>	<p><input type="checkbox"/> Husband will pay for all medical, dental and vision expenses for the child(ren)</p> <p><input type="checkbox"/> Wife will pay for all medical, dental and vision expenses for the child(ren)</p> <p><input type="checkbox"/> The parties shall split, 50/50, the costs of all medical, dental and vision expenses for the children.</p> <p><input type="checkbox"/> Husband shall pay _____%, and Wife shall pay _____% of all medical, dental and vision expenses for the child(ren), not covered by insurance</p>
<p>Child Care:</p> <p>Cost: \$ _____/per month</p>	<p><input type="checkbox"/> The father will pay the child care expenses directly</p> <p><input type="checkbox"/> The mother will pay the child care expenses directly</p> <p><input type="checkbox"/> The child care expenses have been included in the calculations of the child support figure payable to the other parent</p> <p><input type="checkbox"/> Each party will pay 1/2 of child care expenses</p> <p><input type="checkbox"/> Father will pay ____% and Mother will pay ____%</p> <p><input type="checkbox"/> There are no child care expenses</p>
<p>Who will claim child(ren) for child Dependency Exemption(s) for income tax purposes?</p>	<p><input type="checkbox"/> Husband</p> <p><input type="checkbox"/> Wife</p> <p><input type="checkbox"/> Parties shall alternate years, _____ shall begin with this year and every other year thereafter</p> <p><input type="checkbox"/> Husband shall claim _____ (name child) and Wife shall claim _____ (name child)</p> <p><input type="checkbox"/> Do not address who in agreement</p>

OLDER CHILDREN:	
<p>Are there any children born or adopted of this marriage that are over 18 and no longer in high school or any other children whom you wish to provide for in some way in this agreement? If so, explain.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>I wish to provide for my post-high school child(ren) in the following way(s) in this agreement:</p> <p><input type="checkbox"/> Include them in health insurance provisions so long as they are eligible dependents for health insurance purposes</p> <p><input type="checkbox"/> Include them in medical expenses provisions so long as they are eligible dependents for health insurance purposes.</p> <p><input type="checkbox"/> Include them in life insurance provisions</p> <p><input type="checkbox"/> Include them in college provisions.</p>
LIFE INSURANCE ON PARENT(S) LIFE FOR CHILD(REN)'S BENEFIT:	
<p>Will either or both parties be required to carry life insurance on his or her life for the child(ren) and if so until what age?</p>	<p><input type="checkbox"/> neither party will be obligated to carry life insurance on their lives for the child(ren)</p> <p><input type="checkbox"/> the father will be obligated to carry life insurance on his life in the face amount of \$_____ for the child(ren) as beneficiaries until the youngest child turns age ____.</p> <p><input type="checkbox"/> the mother will be obligated to carry life insurance on her life in the face amount of \$_____ for the child(ren) as beneficiaries until the youngest child turns age ____.</p>
<p>If either or both parties are required to carry life insurance on their lives, to whom will the insurance be payable.</p>	<p><input type="checkbox"/> payable to the other parent.</p> <p><input type="checkbox"/> payable to the child(ren)</p>

EDUCATION	
The court does not have any power to make any orders about college for the child(ren) unless the parties make a voluntary agreement. Will there be any provision about college?	<input type="checkbox"/> No, the parties will decide on college when their child(ren) reach that age. <input type="checkbox"/> Yes, the parties will split the costs 50/50 and want to put this obligation in the agreement. <input type="checkbox"/> Father shall pay ___% and Mother shall pay ___% <input type="checkbox"/> Yes, father will pay for it and the obligation will be put in the agreement <input type="checkbox"/> Yes, mother will pay for it and the obligation will be put in the agreement.
If either or both parents are obligating themselves in the agreement to pay for college for the child(ren), will there be words limiting the obligation?	<input type="checkbox"/> no limits; the costs of whatever college the child chooses <input type="checkbox"/> limit it so it does not exceed the average cost of an undergraduate degree at a Virginia state-supported university at the time the education is to be obtained <input type="checkbox"/> specify for tuition, fees, books and room and board and _____.
SPOUSAL SUPPORT:	
Will one spouse pay the other spouse monthly payments of spousal support?	<input type="checkbox"/> Yes <input type="checkbox"/> No, each party waives permanently <input type="checkbox"/> Not now, but Wife will reserve her right to ask for support in the future <input type="checkbox"/> Not now, but Husband will reserve his right to ask for support in the future
Who will pay?	<input type="checkbox"/> Husband to Wife <input type="checkbox"/> Wife to Husband
What is the amount of the monthly support payable by one spouse directly to the other?	\$ _____ / month

<p>How long will the support be paid?</p>	<p><input type="checkbox"/> so long as both parties are living and the recipient spouse has not remarried.</p> <p><input type="checkbox"/> So long as both parties are living and the recipient spouse has not remarried and is not cohabitating with a person of the opposite sex in a relationship analogous to marriage.</p> <p><input type="checkbox"/> other: _____ _____ _____</p>
<p>Will one spouse have any obligation for medical & dental insurance for the other? If so for how long?</p> <p>Please note that most employer policies will not cover a spouse on health insurance after a divorce. If COBRA coverage is available after a divorce it has a separate (usually very high) charge. Talk with the employer to see what coverage is potentially available and at what cost before making your choice for this agreement.</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, <input type="checkbox"/> medical <input type="checkbox"/> dental <input type="checkbox"/> vision</p> <p><input type="checkbox"/> Yes, explain: _____ _____ _____</p>
<p>Will one spouse have any obligation for medical, dental, and vision expenses for the other not covered by insurance? If so how long?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, <input type="checkbox"/> medical <input type="checkbox"/> dental <input type="checkbox"/> vision</p> <p><input type="checkbox"/> Yes, explain: _____ _____ _____</p>
<p>Will one spouse have any obligation to carry life insurance on his or her for the benefit of the other? How much and for how long? What policy or policies? (Do not include here any insurance you put in earlier for the children)</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, explain: _____ _____ _____ _____</p>
<p>Are there any other provisions you want about spousal support?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, explain: _____ _____ _____ _____</p>

Timing of spousal support:	
How will the spousal support be paid?	<input type="checkbox"/> Once a month on the ____ day of each month. <input type="checkbox"/> ½ on the 1st & ½ on the 15th of each month <input type="checkbox"/> ½ on the 15th & final day of each month <input type="checkbox"/> every other week on _____(day of week) <input type="checkbox"/> every week on _____(day of week)
When will the provisions regarding monthly spousal support begin?	<input type="checkbox"/> immediately <input type="checkbox"/> the 1st day of the month <i>following</i> the <u>date of the agreement</u> <input type="checkbox"/> the 1st day of the month <i>following</i> the <u>entry of a final decree of divorce</u> <input type="checkbox"/> the 1st day of the month <i>following</i> <u>closing on the sale or transfer of the marital residence</u> <input type="checkbox"/> the 1st day of the month <i>following</i> the <u>sale or transfer of the marital residence or following entry of a final decree of divorce</u> , whichever is earlier
ASSETS	
MARITAL RESIDENCE/ rented:	
Do you rent the house or apartment that was your marital residence?	<input type="checkbox"/> Yes address: _____ _____ <input type="checkbox"/> No
If you rent your home/apartment, who will live there until the lease is up?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband
If you rent your home/apartment, who will pay the rent and utilities until the lease is up?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband

If you rent, who will receive any refund of deposit?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> Husband and Wife 50/50 <input type="checkbox"/> not applicable
MARITAL RESIDENCE/ owned:	
Who will have the right to occupy the marital residence?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> Both
Do you own your home, the marital residence, (even if it has a mortgage on it)?	<input type="checkbox"/> Yes address: _____ _____ <input type="checkbox"/> No
Does it have?	<input type="checkbox"/> First mortgage? <input type="checkbox"/> Second mortgage or equity line?
Whose name is it titled in?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> Joint <input type="checkbox"/> Other: _____ _____ _____ _____

<p>If you own your home, what will happen to it?</p>	<p><input type="checkbox"/> Already just in Wife's name, Husband not on deed or mortgage(s) and Wife keeps</p> <p><input type="checkbox"/> Already just in Husband's name, Wife not on deed or mortgage(s) and Husband keeps</p> <p><input type="checkbox"/> transfer to Wife free of charge/ Wife keeps</p> <p><input type="checkbox"/> transfer to Husband free of charge/ Husband keeps</p> <p><input type="checkbox"/> Wife will buy Husband's interest for \$ _____</p> <p><input type="checkbox"/> Husband will buy Wife's interest for \$ _____</p> <p><input type="checkbox"/> put it on the market for sale</p>
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Transfer of Marital Residence to one party:

<p>If your house is to be transferred to you or your spouse, when is the transfer (and any payment) to take place? (note, if the transfer of title and the payment will not take place simultaneously, or if the property will stay jointly titled for an extended time, be sure that you have obtained legal and tax advice before making such an agreement)</p>	<p><input type="checkbox"/> as soon as the agreement is signed</p> <p><input type="checkbox"/> within 60 days of the agreement being signed</p> <p><input type="checkbox"/> forthwith, upon closing on a new loan being taken out by spouse receiving the property, as soon as the loan is ready to close.</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>If your house is to be transferred to you or your spouse, what will happen to the existing mortgage(s)</p> <p>Either:</p> <p><input type="checkbox"/> Refinance <i><u>or</u></i></p> <p><input type="checkbox"/> Assume mortgage loan(s)</p> <p>Which?</p>	<p><input type="checkbox"/> party receiving house will <i>assume</i> any existing mortgages (including any equity lines against the house) and hold the other person harmless for the loan(s)</p> <p><input type="checkbox"/> party receiving house will <i>refinance</i> existing loan(s) and take out a new loan instead</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p> <p><i>Note:</i> Where person is to refinance, agreement will say that if they don't close on the loan and refinance within ____ days, the marital residence will be put on the market and sold to a third party.</p>
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Sale of Marital Residence to 3rd party:

<p>If your house is to be sold, when will it be placed on the market for sale?</p>	<p><input type="checkbox"/> immediately upon signing of this agreement</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>If your house is to be sold, who will be the listing agent?</p>	<p><input type="checkbox"/> listed with a realtor to be selected by the parties jointly</p> <p><input type="checkbox"/> listed with (name) _____, realtor</p> <p><input type="checkbox"/> will be sold by owner without realtor</p>
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<p>If the house is sold, what will happen to the net sales proceeds after paying off any mortgages and paying the real estate commission and after any closing costs and any items listed in the next question?</p>	<p><input type="checkbox"/> split between Husband & Wife 50/50</p> <p><input type="checkbox"/> all to Wife</p> <p><input type="checkbox"/> all to Husband</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>If the house is to be sold, are there any debts or expenses that are to be paid out of the proceeds of sale before the rest of the proceeds are divided or paid to one person as set forth above?</p>	<p><input type="checkbox"/> no</p> <p><input type="checkbox"/> yes, the following debts and expenses:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Expenses until house is sold or transferred:

<p>Who will pay the mortgage(s) including any equity loans until the house is sold/transferred?</p>	<p><input type="checkbox"/> Wife</p> <p><input type="checkbox"/> Husband</p> <p><input type="checkbox"/> Husband and Wife 50/50</p> <p><input type="checkbox"/> parties will maintain joint checking account and pay out of that as they have in the past until house is sold/ transferred.</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p>
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<p>Who will pay the real estate taxes on the house until it is sold or transferred?</p>	<p><input type="checkbox"/> Husband</p> <p><input type="checkbox"/> Wife</p> <p><input type="checkbox"/> Husband & Wife 50/50</p> <p><input type="checkbox"/> included in mortgage payments</p> <p><input type="checkbox"/> parties will maintain joint checking account and pay out of that as they have in past until house is sold/transferred</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p>
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<p>Who will pay the insurance on the house until it is sold or transferred?</p>	<p><input type="checkbox"/> Husband</p> <p><input type="checkbox"/> Wife</p> <p><input type="checkbox"/> Husband & Wife 50/50</p> <p><input type="checkbox"/> included in mortgage payments</p> <p><input type="checkbox"/> parties will maintain joint checking account and pay out of that as they have in past until house is sold/ transferred</p> <p><input type="checkbox"/> other:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Who will pay the utilities (electric, gas, heat, water, sewer, trash, telephone and/or cable) until the house is sold?</p>	<p><input type="checkbox"/> Wife <input type="checkbox"/> Husband</p> <p><input type="checkbox"/> Husband and Wife 50/50</p> <p><input type="checkbox"/> parties will maintain joint checking account and pay out of that as they have in the past until house is sold/transferred</p> <p><input type="checkbox"/> other:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Who will pay for any necessary repairs and maintenance until the house is sold or transferred?</p>	<p><input type="checkbox"/> Wife <input type="checkbox"/> Husband</p> <p><input type="checkbox"/> Husband and Wife 50/50</p> <p><input type="checkbox"/> parties will maintain joint checking account and pay out of that as they have in the past until house is sold/transferred.</p> <p><input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

<p>Will there be a requirement for advance approval of the maintenance or repair costs by the person who is expected to pay for it until the house is sold or transferred?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes, if the particular item will cost more than \$_____</p> <p><input type="checkbox"/> No <input type="checkbox"/> other: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Timeshare:</p>	
<p>Do you own a time share?</p>	<p><input type="checkbox"/> yes address: _____</p> <p>_____</p> <p><input type="checkbox"/> no</p>
<p>If you own a timeshare, who will get it?</p>	<p><input type="checkbox"/> Wife</p> <p><input type="checkbox"/> Husband</p> <p><input type="checkbox"/> other:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Does the timeshare have a mortgage on it?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Will the person who keeps the timeshare pay the other person for it?</p>	<p><input type="checkbox"/> Yes, \$_____</p> <p><input type="checkbox"/> No</p>
<p>Who will pay the mortgage on the timeshare?</p>	<p><input type="checkbox"/> Wife</p> <p><input type="checkbox"/> Husband</p> <p><input type="checkbox"/> other:</p> <p>_____</p> <p>_____</p> <p>_____</p>

Who will pay the timeshare fees and expenses?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> other: _____ _____ _____ _____
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OTHER REAL ESTATE: (If there is more than one parcel, answer for each parcel)

Do you own any other real estate?	<input type="checkbox"/> yes address: _____ _____ <input type="checkbox"/> no
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What other real estate do you own?	_____ _____ _____ _____
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Whose name is it titled in?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> Joint <input type="checkbox"/> other: _____ _____ _____ _____
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Who will get that real estate?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> will sell and divide 50/50
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Are there any mortgages on the other real estate?	<input type="checkbox"/> Yes, the following: _____ _____ _____ _____ <input type="checkbox"/> No
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Who will pay any mortgages on the other real estate?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband
Who will pay the real estate taxes on the other real estate?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> paid with the mortgage
Who will pay the insurance, if any, on the other real estate?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> paid with the mortgage
Who will pay any other expenses, if any, in connection with the other real estate?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> not applicable
Is the other real estate rental real estate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If it is rental real estate, who will own any deposit and who will receive any rents?	<input type="checkbox"/> Wife <input type="checkbox"/> Husband <input type="checkbox"/> other: _____ _____ _____ _____
OWNED VEHICLES (answer for each owned vehicle)	
Do you own any Vehicles?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What vehicles do you own?	_____ _____ _____ _____ _____
Whose name is each vehicle titled in? <i>(Specify for each vehicle)</i>	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint
Who will get each vehicle?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Will sell and divide 50/50

Who will pay for vehicle insurance?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Each pays for own car's insurance
Who will pay Personal Property tax for vehicle(s)?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Each pays for own car's personal property tax
Are there any existing vehicles loan(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, who will pay existing vehicle loan(s)?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Each shall pay for own loan(s) for the vehicle they keep
LEASED VEHICLES (answer for each leased vehicle)	
Are there any vehicles leased by the parties or by either of them?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe the leased vehicle(s)?	_____ _____ _____
What name(s) on the lease?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint
Who gets the leased vehicle(s)?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife
Who will pay the monthly lease payments?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife
Who will pay any excess mileage overage charges or final fee charges at end of lease?	<input type="checkbox"/> Husband <input type="checkbox"/> Wife

<p>What will happen at the end of the lease?</p>	<p><input type="checkbox"/> Husband will have right to buy vehicle</p> <p><input type="checkbox"/> Wife will have right to buy vehicle</p> <p><input type="checkbox"/> Husband will buy vehicle for Wife</p> <p><input type="checkbox"/> Wife will buy vehicle for Husband</p> <p><input type="checkbox"/> Give up the lease</p> <p><input type="checkbox"/> Don't address in the agreement</p>
<p>TANGIBLE PERSONAL PROPERTY:</p>	
<p>Is there other tangible personal property that needs to be mentioned? (Ex: furniture, appliances, tools, etc.)</p>	<p><input type="checkbox"/> Yes, see attached list which states how everything will be divided, initialed by each of us, which I have prepared.</p> <p><input type="checkbox"/> No, we already have divided everything to our mutual satisfaction</p> <p><input type="checkbox"/> Just state in the agreement that all other tangible personal property will be divided by agreement of the parties.</p>
<p>BANK ACCOUNTS, CREDIT UNION ACCOUNTS, CERTIFICATES OF DEPOSIT, MONEY MARKET ACCOUNTS, SAVINGS ACCOUNTS, MONEY ON DEPOSIT</p>	
<p>Are there any bank accounts, credit union accounts, certificates of deposit, money market accounts, savings accounts or other moneys on deposit</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

<p>What will happen to them? (check all that apply)</p>	<p><input type="checkbox"/> They have already been divided</p> <p><input type="checkbox"/> They will be divided 50/50</p> <p><input type="checkbox"/> <u>Husband</u> will keep his and <u>Wife</u> will keep hers</p> <p><input type="checkbox"/> Each will keep what they have and any and all joint accounts will be divided 50/50</p> <p><input type="checkbox"/> The parties' joint checking account will be kept until the house is sold; each party will continue to deposit their paychecks into the joint checking account until then, and the funds will be used to pay the parties' normal bills and expenses as it has been used in the past, until closing on the sale of the marital residence; any remaining funds will be divided 50/50</p> <p><input type="checkbox"/> Other: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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INDIVIDUAL RETIREMENT ACCOUNTS (IRAs)

<p>Does the Wife own any IRAs</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>What will happen to Wife's IRA(s)</p>	<p><input type="checkbox"/> Wife will keep</p> <p><input type="checkbox"/> ½ will be rolled over into Husband's IRA</p> <p><input type="checkbox"/> ½ will be paid to Husband and he will be responsible for all taxes on the withdraw</p>
<p>Does the Husband own any IRAs</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>What will happen to Husband's IRA(s)</p>	<p><input type="checkbox"/> Husband will keep</p> <p><input type="checkbox"/> ½ will be rolled over into Wife's IRA</p> <p><input type="checkbox"/> ½ will be paid to Wife and she will be responsible for all taxes on the withdraw</p>

CLOSELY HELD BUSINESS INTERESTS: CORPORATIONS, PARTNERSHIPS, SOLE PROPRIETORSHIPS, JOINT VENTURES, OR OTHER BUSINESS VENTURES (COLLECTIVELY REFERRED TO AS "CLOSELY HELD BUSINESS INTERESTS")

Do either of the parties have any closely held business interests?

() Yes Name: _____
 () No

What will happen to them?

() Husband will get
 () Wife will get
 () Other: _____

STOCKS, BONDS, MUTUAL FUNDS OR BROKERAGE ACCOUNTS:

Do either of the parties have any stocks, bonds, mutual funds or brokerage accounts?

() Yes
 () No

What will happen to them?

() Husband will get
 () Wife will get
 () Other: _____

**RETIREMENT:
 Pensions, Profit sharing, 401(k)s, annuities, other retirement accounts (except IRAs):**

Does Wife own any retirement accounts, other than IRAs?

() Yes
 () No

<p>If Wife owns any retirement accounts, other than IRAS, which kind, and name of employer?</p>	<p><input type="checkbox"/> pension; Employer: _____</p> <p><input type="checkbox"/> profit sharing; Employer: _____</p> <p><input type="checkbox"/> 401(k): Employer; _____</p> <p><input type="checkbox"/> long term savings/thrift; Employer: _____</p> <p><input type="checkbox"/> annuity; Employer: _____</p> <p><input type="checkbox"/> other; Employer: _____</p>
<p>If Wife owns any retirement accounts, other than IRAs, what will happen to them?</p>	<p><input type="checkbox"/> Wife will retain</p> <p><input type="checkbox"/> Husband and Wife will each get ½ of the marital share (earned from the date of marriage to the date of separation, and any increase in value since then), to be paid if as and when received by the participant in the plan (if the plan permits, each parties' share to be set aside by the plan currently)</p>
<p>Does Husband own any retirement accounts, other than IRAs?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>If Husband owns any retirement accounts, other than IRAs, which kind?</p>	<p><input type="checkbox"/> pension; Employer: _____</p> <p><input type="checkbox"/> profit sharing; Employer: _____</p> <p><input type="checkbox"/> 401(k): Employer; _____</p> <p><input type="checkbox"/> long term savings/thrift; Employer: _____</p> <p><input type="checkbox"/> annuity; Employer: _____</p> <p><input type="checkbox"/> other; Employer: _____</p>
<p>If Husband owns any retirement accounts, other than IRAs, what will happen to them?</p>	<p><input type="checkbox"/> Husband will retain</p> <p><input type="checkbox"/> Husband and Wife will each get ½ of the marital share (earned from the date of marriage to the date of separation, and any increase in value since then), to be paid if as and when received by the participant in the plan (if the plan permits, each parties' share to be set aside by the plan currently)</p>

Caution: If either you or your spouse have retirement plans that require that the plan be described specifically in the agreement for the agreement to be effective, we must have a recent statement, and a plan summary from the Plan Administrator. You need to find this out from the plan administrators through each person's work before sending this questionnaire back to us. If you need any help in this regard, you should schedule a conference with one of our attorneys before you complete the questionnaire.

* If you are dividing retirement benefits from an employer between the spouses, special drafting is necessary and QDROs are required. This situation involves an additional fee of at least \$1,000/benefit involving a QDRO. Each employer sponsored plan takes its own QDRO and there is a fee for each QDRO.*

DEBTS:	
What other debts of the parties currently exist that have not been previously mentioned in this agreement? (Please list)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Who will pay the existing debts of the parties?	<input type="checkbox"/> Paid by Husband <input type="checkbox"/> Paid by Wife <input type="checkbox"/> Paid by both parties 50/50 <input type="checkbox"/> Other: _____ <hr/> <hr/> <hr/>
CASH	
Does either party have any cash (over \$100), including any cash being held for the party.	<input type="checkbox"/> Yes, Husband has \$ _____ <input type="checkbox"/> Yes, Wife has \$ _____ <input type="checkbox"/> No, neither party has over \$100 cash

<p>If any party has over \$100 cash, what will happen to it.</p>	<p><input type="checkbox"/> Wife will keep</p> <p><input type="checkbox"/> Husband will keep</p> <p><input type="checkbox"/> parties will each get ½</p> <p><input type="checkbox"/> each party will keep the cash they have</p> <p><input type="checkbox"/> do not address in agreement</p>
--	--

INCOME:

<p>What is Husband's approximate income per year from all sources?</p>	<p><input type="checkbox"/> salary: \$ _____</p> <p><input type="checkbox"/> commissions:\$ _____</p> <p><input type="checkbox"/> bonuses:\$ _____</p> <p><input type="checkbox"/> hourly wages:\$ _____</p> <p><input type="checkbox"/> second job (with _____ : \$ _____)</p> <p><input type="checkbox"/> investments:\$ _____</p> <p><input type="checkbox"/> other: _____ :\$ _____</p>
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<p>What is Wife's approximate income per year from all sources?</p>	<p><input type="checkbox"/> salary: \$ _____</p> <p><input type="checkbox"/> commissions:\$ _____</p> <p><input type="checkbox"/> bonuses:\$ _____</p> <p><input type="checkbox"/> hourly wages:\$ _____</p> <p><input type="checkbox"/> second job (with _____) \$ _____</p> <p><input type="checkbox"/> investments:\$ _____</p> <p><input type="checkbox"/> other: _____ :\$ _____</p>
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NET WORTH:	
What is the estimated total value of all assets of Husband and/ or Wife?	<input type="checkbox"/> under \$10,000 <input type="checkbox"/> under \$25,000 <input type="checkbox"/> under \$50,000 <input type="checkbox"/> under \$100,000 <input type="checkbox"/> under \$250,000 <input type="checkbox"/> over \$250,000
What is the estimated total of all debts of Husband and / or Wife?	<input type="checkbox"/> under \$1,000 <input type="checkbox"/> under \$10,000 <input type="checkbox"/> under \$25,000 <input type="checkbox"/> under \$50,000 <input type="checkbox"/> under \$100,000 <input type="checkbox"/> under \$250,000 <input type="checkbox"/> over \$250,000
Do you want the agreement to include a specific disclosure and list of the assets and liabilities of the parties and their values? If so, attach a list for us to include as an Exhibit in final form ready for attachment which lists all assets and liabilities and their values that is signed by both parties.	<input type="checkbox"/> Yes, there is a list to attach as is, which I am attaching. <input type="checkbox"/> No, I do not want this provision.
BOILER PLATE PROVISIONS:	
Boiler plate provisions should be placed in the agreement by the attorney.	I understand that the attorney will place boilerplate provisions (standard provisions) in the agreement when it is drafted.

Who referred you to us?

- I had a consultation with an attorney at Hall & Hall, PLC
- The Yellow Pages
- Sign on our Building
- A friend _____
- A family member _____
- Previous Client _____
- Word of Mouth
- other _____

To: **Hall & Hall, PLC**
The Hall Professional Building
1401 Huguenot Road - Suite 100
Midlothian, Virginia 23113

Please prepare the agreement with the terms which I have set forth above. I acknowledge that I have obtained any and all legal advice in this matter, if any, which I desire prior to completing this form and I am ready for the agreement to be drafted. This document is being provided to the law firm with my retainer check and the retainer agreement signed by me.

I understand that if after receiving and reviewing the agreement that is drafted based on this Questionnaire, I desire any legal advice, any discussion of options, or any explanation of terms drafted in accordance herewith and/or I desire a revision of the wording or terms of the agreement, that I will need to:

- a. Retain the firm for an office conference with an attorney for a fee of \$175 per ½ hour conference, payable in advance, if I have questions, desire any legal advice, any discussion of options, or any explanation of terms.
- b. Retain the firm for a document redrafting fee of at least \$175 to prepare a revised document based on specific terms I request in writing. I will provide the changed terms for the revision on the firm's revision questionnaire form, together with the fee agreement and check. This cost is in addition to any conferences I request.

I understand that the fee for drafting the first draft of the separation agreement is \$395 plus \$1,000 per retirement benefit being divided and is a document drafting fee only. The fee is non-refundable regardless of whether my spouse signs the agreement or not. The cost of a computer generated child support worksheet, if desired by me, is an additional \$100.00. I further understand that if revisions are needed for any reason, that each preparation of basic revisions is \$175.00 and will be based strictly on my written completion of a revision questionnaire when I retain the firm for that purpose, more extensive revisions will be priced based on the work involved. I further understand that if I have questions or need advice or explanations, this will require a consultation and consultation fee for which I will need to retain the firm. If my revisions are complex, additional fees will be quoted.

I HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE. I HAVE FULLY COMPLETED THE ABOVE FORM, OBTAINED SUCH LEGAL ADVICE AND ASSISTANCE IF ANY AS I DESIRE, AND I REQUEST THAT A DRAFT OF AN AGREEMENT BE PREPARED FOR ME BASED ON THE INFORMATION PROVIDED BY ME ON THIS QUESTIONNAIRE.

Signed _____ Date: _____

Address: _____

Non-work related E-mail address: _____

I would like to receive my draft agreement by E-mail only: () Yes () No

Tel: (w) _____ ; (h) _____ ; fax, if any: _____

Standard Visitation Schedule

Weekend Visitation:

Weekend visitation on alternating weekends commencing at 6:00 p.m. on Fridays until 6:00 p.m. on Sundays.

Weekday Visitation:

One weekday evening each week, on Wednesdays or such other day, if any, as the parties may agree from 6:00 p.m. to 8:00 p.m.

Holiday Visitation:

Christmas visitation consisting of alternating Christmas Eve at 5:00 p.m. until Christmas Day at 10:00 a.m. with one parent; with the balance of Christmas Day until 5:00 p.m. on December 26 to be spent with the other parent, alternating between parents every other year. The parent who shall have the Christmas eve to Christmas day at 10:00 this calendar year is the _____.

Thanksgiving visitation consisting of Thanksgiving Day from 10:00 a.m. - 7:00 p.m. on alternate years, with the parent who has visitation starting at 10:00 am on Christmas Day also having the Thanksgiving visitation.

Easter visitation consisting of Easter from 9:00 a.m.- 5:00 p.m., with the parent not having Thanksgiving Day visitation having Easter Visitation.

Mother's Day and Father's Day:

With the parent whose day it is.

Birthdays:

Each parent shall have time with the child(ren) on the child(ren)'s birthday and on the parent's own birthday, and the parties will work out the schedule.

Summer Visitation:

Two weeks of Summer vacation annually to be arranged by the parties by April 1 of each year.

Such other visitation as the parties may agree

The parties may vary the visitation schedule by mutual agreement.

Signed: _____
Date: _____

REQUEST FOR INFORMATION:
ROUGH CALCULATIONS OF CHILD SUPPORT GUIDELINE FIGURES

Please perform a rough calculation of child support for me under the Guidelines, assuming that the child(ren) live primarily with one parent and visit the other, and that visitation does not involve over 90 twenty-four-hour days per year. Assume that extraordinary medical expenses will be handled separately and will not be included in the calculations. Each overnight that is not 24 hours counts as one-half (1/2) day.

INFORMATION FROM CLIENT

Husband's name: _____

Wife's Name: _____

Husband's **gross** income per month: _____

Wife's **gross** income per month: _____

Does either party receive spousal support? _____ How much per month? _____

Who *receives* the spousal support? _____

No. of children for whom support is calculated: _____

Children live primarily with: () mother () father

Cost of health insurance for the child(ren):

Cost per month: _____

Paid by: () mother () father () no cost -- company pays

Cost of child care while parent works (average per month over a year's time)

Average cost per month: \$ _____

Paid to child care provider by: () mother () father

With regard to child care costs:

() include them in the computations

() do not include them in the computations: this will be handled separately I

understand that Hall & Hall, PLC is not providing any legal advice in this matter, but is simply providing computerized calculations based on the information I furnish.

Enclosed is a check for \$100.00 to cover the cost of having the calculation made and furnished to me. I understand that this charge is for running the information on the computer and that it does not include advice or any other services to me. This fee is for a single calculation and does not cover additional calculations, questions, or services.

Calculations can be mailed to me at the address stated below.

If I desire calculations made on any alternative scenarios, I have included one of these sheets for each such scenario and a \$100 payment for each scenario. (For example, if I wish to have the computations made assuming different incomes or different child care costs, I will need different scenarios computed).

Enclosures provided herewith to Hall & Hall, PLC:

() this form (one form for each scenario)

() check for \$100.00 payable to Hall & Hall, PLC (one check for each scenario)

Date: _____

Name _____

Address and tel nos. _____

© The Family Law Firm of Virginia

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Phoebe P. Hall
Attorney

Deborah A. Allen
Paralegal

CONTRACT FOR SPECIFIC SERVICES IN UNCONTESTED MATTER

I, ("the "client"), desire to retain Hall & Hall, PLC, for the following specific discrete services which I have selected from the chart below. To cover the cost. I am enclosing my check, which I authorize you to deposit pending acceptance of my case. I understand that representation is limited to the matter(s) itemized below and that my file will be closed upon completion of the firm's work on the items I have specified below. The firm's work on an agreement is concluded when the agreement has been drafted. I understand that the full services of the firm are available, but I desire only the specific services I have selected. Should I subsequently desire additional services, I will sign a new contract at that time relating to those additional services. I understand that my spouse shall be required to sign a form before a suit is filed, confirming that the case will not be contested, be required to sign to accept service of suit papers and to sign the final decree; and I will take responsibility for getting those forms signed by my spouse.

--CHECK ALL ITEMS YOU DESIRE--

Drafting of agreement from questionnaire with property and/or children	<input type="checkbox"/> \$395.00 (does not include custom clauses or language dividing retirement)
Drafting of basic agreement from questionnaire with no minor children, no property, and no support	<input type="checkbox"/> \$125.00 (does not include custom clauses or language dividing retirement)
Drafting of language dividing retirement that requires Domestic Relations Order (QDRO) (for each benefit being divided in kind)	<input type="checkbox"/> \$1000.00/retirement benefit (N/A to those IRAs that do not require QDROs & some do) being divided
No-Fault Divorce (my spouse will fully cooperate)	<input type="checkbox"/> \$550.00
Additional \$75.00 fee if one party lives in a state other than Virginia	<input type="checkbox"/> \$75.00 (One party lives out of state and is not in the military)
Additional fee if one party is in the military (<i>if one party resides out of state and is also in the military, there is only the charge of \$100 for both military and out of state.</i>)	<input type="checkbox"/> \$100.00 (One party is in the military and is or is not out of state)
Order of Publication (when spouse out of state or cannot be located)	<input type="checkbox"/> \$400.00 for Order of Publication cases
Draft <i>Basic</i> Revisions or Addendum to Agreement, firm questionnaire	<input type="checkbox"/> \$175.00 and up
Calculate Child and/or Spousal Support Guidelines	<input type="checkbox"/> \$100.00 Child and/or Spousal Support combined
Name Change with Divorce	<input type="checkbox"/> \$100.00
Total of all items checked	\$ _____

There have been no representations made to me by the firm or anyone on its behalf and there are no terms not expressly included herein. This document includes the entire agreement for legal services, and it may not be varied except in a writing signed by both parties. This agreement is effective upon receipt of the full retainer and acceptance by the firm. I have provided payment in full herewith for the service(s) checked above.

I understand the benefits of obtaining legal advice and the risks of not obtaining legal advice, but I do not desire any legal advice in this situation, except as specially selected on this form, and I agree to hold the firm and its lawyers harmless on account of my decision to proceed without legal advice or further legal services in this matter. I also am aware of the availability of mediation services to work out my divorce agreement, but I do not need such services, as my spouse and I have worked out our own agreement to my satisfaction.

If any dispute should arise between the firm or any of its attorneys and the client concerning any matter arising out of the fees or services of the firm or any of its personnel, the matter will be submitted first to mediation and then, if that is not successful, to binding arbitration, through Commonwealth Mediation, Richmond, Virginia, or such other mediator and/or arbitrator, if any, as the parties may mutually agree. The parties agree that the firm shall be responsible for one-half of the cost of the mediator and/or arbitrator, including any required advances, and the client shall be responsible for one-half of the cost of the mediator and/or arbitrator, including any required advances. This is a legally binding obligation and requires mediation and, if that is not successful, binding arbitration in lieu of court action to resolve any disputes between the parties hereto. I have had the right to have this agreement reviewed by an independent attorney of my choice before signing it.

I understand and agree that if my case becomes contested or complicated or if either I or my spouse do not cooperate, Hall & Hall, PLC is entitled to end and/or non-suit my case and withdraw as my counsel, and I will sign any orders or documents necessary. All fees are earned when a suit is filed or papers are drafted and I will not be entitled to a refund after suit is filed or papers are drafted, even if my case is non-suited or my counsel withdrawn or I decide to not pursue it.

I certify that to the best of my knowledge and belief my spouse has never been a client of this firm and that there is no conflict of interest in the firm's representing me in this matter.

I HAVE ENCLOSED MY CHECK AND ANY NECESSARY QUESTIONNAIRES. I have kept a copy of this contract and all papers sent by me to Hall & Hall, PLC.

***DO NOT have
your spouse sign this
form or the
questionnaire for divorce.***

Signed: _____
Address: _____
Social Security No.: _____
Tel nos: (h) _____ (w) _____
Non-work related email address: _____

ACCEPTANCE BY THE FIRM
The above-described representation is accepted for the firm this _____ day of _____, 200__.
Hall & Hall, PLC
by _____ Attorney

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