**[Note: watch for Applicant/Plaintiff & Respondent/Defendant]**

 **Form FL-28** [Rule 12.53(d)]

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| COURT FILE NUMBER | ######### | Clerk’s Stamp |
| COURT | COURT OF QUEEN’S BENCH OF ALBERTA |
| JUDICIAL CENTRE | EDMONTON |
| PLAINTIFF / APPLICANT | ######### |
| DEFENDANT / RESPONDENT | ######### |
| DOCUMENT | **INTERIM “WITHOUT PREJUDICE” CONSENT ORDER** |

|  |  |
| --- | --- |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | MILLER BOILEAU FAMILY LAW GROUPBarristers & Solicitors10981 – 127 Street NWEdmonton, Alberta, T5M 0T1Telephone: 780-482-2888Fax: 780-482-4600Solicitor: KENNETH J. PROUDMANFile #330,052 |

DATE ON WHICH ORDER WAS PRONOUNCED: #########

LOCATION OF HEARING OR TRIAL: **Edmonton, Alberta**

NAME OF JUDGE WHO MADE THIS ORDER: #########

UPON THE APPLICATION OF THE APPLICANT, AND UPON noting the consent of both parties; AND UPON the Court being advised that all of the terms of this Order are Without Prejudice to either parties right to apply and vary any term.

UPON THE APPLICATION of the Applicant, AND UPON having heard representations of the Applicant and the Respondent (or upon proof of service upon the Respondent), AND UPON noting the consent of counsel of both parties;

AND UPON having read the Affidavit of the Applicant, filed; AND UPON having read the Affidavit of the Respondent, filed;

AND UPON THE COURT BEING ADVISED that the name and birth date of each child of the marriage or relationship is as follows:

(a) #########, born ######### ###, 20##;

AND UPON the Applicant being found to have a guideline income of $ per annum;

AND UPON the Respondent being found to have a guideline income of $ per annum;

AND UPON the Applicant being found to have an imputed income of $ per annum;

AND UPON the Respondent being found to have an imputed income of $ per annum;

AND UPON being advised that the Applicant has a guideline income of $      per annum;

AND UPON being advised that the Respondent has a guideline income of $      per annum;

AND UPON THE COURT BEING ADVISED that there are presently no child support arrears or overpayment by either party;

AND UPON THE COURT BEING ADVISED that the parties have agreed to depart from the Federal Child Support Guidelines for the following reasons:

1. The parties separated in ######### and have had shared parenting of their child since that time.

2. The parties have been unable to file their tax returns for ######### because they could not reach an agreement on who could claim the child for tax purposes.

1. The amounts herein are a product of extensive negotiation between the parties, including attendance at a settlement meeting, with each party represented by independent counsel.

3. The parties attended mediation in ######### and had ######### sessions with an experienced Family Law mediator to resolve their issues.

1. The parties have agreed that the Applicant shall be entitled to receive all past, present, and future tax benefits, credits, and deductions relating to the care of the child, which will immediately benefit the Applicant;
2. If the child resided primarily with the Applicant, a strict following of the Guidelines would have the Respondent pay the Applicant section 3 child support in the sum of $#########.00 per month. In a shared parenting arrangement, the presumptive set-off amount would be section 3 child support of $#########.00 per month.
3. The child support arrangements herein take into account the amounts set out in the applicable tables for each of the parties, the costs of the parenting arrangements, and the conditions, means, needs and other circumstances of each spouse and of any child for whom support is sought.

4. The parties reached an agreement in the mediation and that agreement was incorporated into Minutes of Settlement, signed by the parites on ######### with each party obtaining independent legal advice prior to signing the agreement. In the Minutes of Settlement it is agreed, among other things, that the Plaintiff hsall be entitled to receive all past and current tax benefits, credits and deductions relating to the care of the child including the benefit of claiming the full amount of the childcare expense notwithstanding that the Defendant contributed equally to that expense. This will result in an immediate benefit to the Plaintiff of tax refunds for the three years in issue and also for #########.

5. Because there is shared parenting a strict following of the Guidelines would have the Defendant pay the Plaintiff $#########.00 per month and the Plaintiff pay the Defendant $#########.00 per month for section 3 child support which would result in a net payment of $#########.00 per month by the Defendant to the Plaintiff. The parties felt it would be inequitable for the Plaintiff to receive the full amount of child support from the Defendant as well as the full tax refunds that pertain to the last 3 years of shared parenting while the expenses were being shared.

6. As a result of their discussions the parties agreed that until the first review of child support on ######### each party will pay the other $#########.00 per month in section 3 child support and there will be no further net payment from the Defendant to the Plaintiff.

7. The Minutes of Settlement signed by the parties also provide that the calculation of Child Support Guideline income, child support and the receipt of tax enefits, deductions and credits will be reviewed on or before July 1st of each year or when there is a change of employment by either party and that subject to any change in the employment by either party the first review will be no later than July 1st, 20##.

AND UPON THE COURT BEING ADVISED THAT the parties were joint owners of a parcel of land located at ######### in #########, Alberta, and legally described as:

 PLAN #########

 BLOCK #########

 LOT #########

 EXCEPTING THEREOUT ALL MINES AND MINERALS

 (the Matrimonial/Family/Rental Home);

AND UPON THE COURT BEING ADVISED THAT the Respondent is the sole shareholder of ######### Ltd., a corporation incorporated pursuant to the laws of Alberta (the “Corporation”);

AND UPON ;

**IT IS HEREBY ORDERED THAT**:

**Parenting**

 **a) Decision-making**

1. The parties shall have joint guardianship and joint decision-making in relation to the child. The parties shall consult each other on all significant decisions relating to the child, including:

a) The child’s place of residence;

b) The child’s education, including the nature, extent and place of education and any participation in extracurricular school activities;

c) The child’s cultural, linguistic, religious and spiritual upbringing and heritage;

d) With whom the child is to live and with whom the child is to associate; and

e) Whether the child should work and, if so, the nature and extent of the work, for whom the work is to be done and related matters.

1. The parties shall have joint custody, and joint guardianship of the children of the marriage.
2. All parenting decisions about the child shall be shared by the parties. These include, but are not limited to decisions regarding:
3. The child’s place of residence;
4. The child’s education;
5. The child’s extracurricular school activities;
6. The child’s upbringing;
7. Who the child will associate with;
8. Whether the child should work and, if so, the details of the work;
9. Consent to health-related treatment for the child;
10. Give consent of a parent or guardian where required;
11. Receive and respond to any Notice to a parent or guardian;
12. Deal with any legal proceedings relating to the child;
13. Appoint a person to act on behalf of the guardian in an emergency situation or when the guardian is temporarily absent and
14. Receive any health, education and other information that may significantly affect the child.

**b) Parenting Time**

1. The Respondent will have primary day-to-day care of the Children.
2. The Applicant shall have parenting time every second weekend per month from Friday evening at ######### to Sunday evening at ######### and every Wednesday from ######### to #########.
3. The Applicant shall enjoy reasonable and general access with the child, including but not limited to: every second weekend, and a reasonable proportion of holidays and birthdays, as described below.
4. Commencing on the granting of this Order, the Applicant will pick up the Children when they have finished school (or at ######### during the summer) on every second Friday, and the Respondent will pick up the Children after ######### on every second Sunday.
5. Commencing on the granting of this Order, the Applicant will pick up the Children on Friday at ######### the Respondent will pick up the Children after ######### on every Sunday.
6. The parties shall alternate major holidays and long weekends.
7. ***Shared parenting.***The parties shall equally share parenting time with the child on an alternating-week basis, with exchanges occurring every Friday after school, and the Respondent’s rotation having started on #########. If the child does not have school on Friday due to a Professional Development day, exchanges shall instead occur on the preceding Thursday after school.
8. ***Halloween.***The parties shall each have parenting time on Halloween, with the intention that they shall take the child trick-or-treating together.
9. ***Child’s Birthdays*.** The parties shall have equal parenting time on each of the child’s birthdays.
10. ***Mother’s Day, Father’s Day, and Parents’ Birthdays*.** Each year, the Applicant may elect to exercise additional parenting time on Mother’s Day and her birthday. Each year, the Respondent may elect to exercise additional parenting time on Father’s Day and his birthday.
11. ***Thanksgiving*.** Thanksgiving parenting time shall be shared, taking work schedules and family gatherings into account.
12. ***Summer*.** During the months of July and August, the child shall alternate between the residences of each party on a 2-week-on, 2-week-off schedule. The child shall spend the first two week period with the parent who did not have parenting time during Easter weekend and spring break in the same year. In 2016, the child shall spend the first two week period with the Applicant. Exchanges shall occur on Friday afternoons, as work schedules permit.
13. ***Changes*.** Any change in parenting time shall require the consent of both parties in writing.
14. ***Reserved.*** The issue of the regular parenting schedule is hereby reserved, and may be addressed upon application of either party with notice to the other party.
15. ***Negotiation.*** The Applicant and the Respondent shall make their best efforts to agree to a reasonable schedule for access during holidays and birthdays each year. If no agreement can be reached, the parties shall attend parenting mediation prior to applying to this Honourable Court, unless there is a significant risk to the safety or wellbeing of any of the children.
16. ***Negotiation.*** The Applicant and the Respondent shall make their best efforts to agree in writing to a reasonable schedule for shared access of the children during holidays (Christmas, New Years, Family Day, Easter, Thanksgiving, Mothers Day and Fathers Day) and the children’s and parents birthdays each year. If no agreement can be reached, the parties shall attend parenting mediation prior to applying to this Honourable Court, unless there is a significant risk to the safety or wellbeing of any of the children.
17. ***Vacation.*** Each parent will have 7 consecutive days (or portions thereof), twice per annum with the child of the marriage for vacation. Either party will provide thirty days notice prior to the vacation;
18. ***Vacation.*** Each parent will have 7 consecutive days (or portions thereof), once per annum with the Child for vacation. Such vacation may include travel outside of Canada, and the parties shall consent to issuing a passport for the Child, and shall provide any written consent as required by the Government of Canada. In order to exercise this vacation time, the party exercising their vacation time shall:

a) Make a reasonable effort to minimally encroach upon the parenting time of the other party;

b) Provide thirty days notice to the other party prior to the commencement of such vacation; and

c) Provide the other party with the phone number and address of their accommodations during the vacation.

1. ***Vacation.*** The Applicant shall have parenting time from July 29th, 2011 until August 13th, 2011. The Applicant shall have parenting time from September 10th , 2011 until September 17th, 2011 and from October 8th , 2011 until October 23rd, 2011. The Applicant shall have one week of parenting time in November, 2011 and two weeks in December, 2011. The parties agree to revisit the issue of parenting time in January of 2012 and reach an agreement going forward from that date.

**c) Pick-up & Drop-off**

1. The Applicant will drive both ways for pick up and drop off of the children in the short term. However, the parties will work towards sharing the travel associated with the transfer of the children. The parties agree to revisit the travel arrangements and make best efforts to come to an agreement relating to exchanges in ######### going forward from that date.
2. The parties shall agree to pick up and drop off the child shall occur at a mutually agreeable location halfway between the parties’ residences.

**d) Telephone Contact**

1. The Applicant shall have generous telephone contact with the child, and will call at approximately ######### a minimum of 2 times per week, and the Respondent shall facilitate such contact. The Applicant will ensure the child calls the Respondent at approximately noon every Sunday while the Applicant is exercising his parenting time.
2. The parties agree that when the children are in the care of the other parent, they may initiate telephone contact at approximately ######### daily, and the parent in care of the children will facilitate such contact wherever possible. For the benefit of the children, telephone contact shall not initiate or continue later than ######### on two consecutive days.
3. The Respondent agrees to provide additional reasonable and generous parenting time to the Applicant upon request and as agreed to by both parties. The Applicant will provide twenty four (24) hours notice prior to exercising the parenting time over and above the scheduled time.

**e) Relocation**

1. Neither party shall relocate outside the Province of Alberta without the consent of the other party or a court order authorizing the relocation.
2. Respondent shall notify in writing of an intended change of the place of residence within the #########, Alberta, of the child mentioned above, at least 60 days before the change and the Respondent shall specify in the notice the date on which the change will be made and the new place of residence of the child.
3. Respondent shall not remove the child’s residence beyond a 50km radius of #########, Alberta without the prior written consent of a Non-Removal of Child without Written Consent of the Applicant or further Order of this Court.

**f) General Parenting**

1. ***Travel*.** Either party travelling outside of the Edmonton Capital Region with the child shall provide the other party with an itinerary, including an address or telephone number for the child’s accomodations.
2. ***Right of First Refusal (four hours)*.** If either party is unable to care for the child for a period exceeding four hours, that party shall first offer additional parenting time to the other parent prior to placing the child in the care of any third party.
3. ***Right of First Refusal (parenting standard)*.** If either party is unable to care for the child to the ordinary standard of their parenting abilities, that party shall offer additional parenting time to the other parent, and the other parent shall return the child upon the first party confirming that they are again able to care for the child to the ordinary standard of their parenting abilities. If this clause is exercised properly by the first party, then any underlying circumstances which led to the exercise of this clause shall not be reason to further vary this Order, and shall not appear in any Affidavit, unless such circumstances were a significant threat to the child’s physical, mental, or emotional wellbeing.
4. ***Third party caregivers*.** Each party shall provide to the other the name, address, and telephone number of any third party caring for the child.
5. ***Discipline*.** Neither party may physically discipline the child.
6. ***Excluding child from disputes*.** Neither party may discuss the following topics in the presence of the child: child custody/access, any current court actions between the parties, litigation and family law matters, subjects that are adult-appropriate such as financial difficulties, parenting arrangements, holiday arrangements, increase or decrease in the parenting time of either party, or such other topics as may relate to the child between the parents which may be adversarial. Neither party may criticize the other parent, his or her partner, or his or her family members in the presence of the child.
7. ***Counselling*.** Both parties shall consent to the child obtaining counselling, and shall share with each other any reports or letters provide by the counsellor.
8. ***Communication*.** Unless agreed otherwise in writing, the parties shall communicate only by text message or email, and only for the purpose of discussing parenting.
9. ***Equipment.*** The Applicant shall not permit, allow, sanction, or direct the child to operate any form of farm/ranch/yard equipment while in the care of the Applicant. For clarity, “equipment” shall include trucks, cars, vans, trailers, tractors, semi trucks, combines, seeders, balers, grain augers, lawnmowers, harrowers, discers, or such other equipment that one might find on a farm/ranch for the use of yard work, care of cattle or other livestock.
10. ***Changes.*** Any change in parenting time shall require the agreement of both parties. The parties will communicate with one another a minimum of 24 hours in advance if the said parenting time needs to re-scheduled.
11. ***Not attend residence.*** The Respondent will not attend at the Applicant’s residence during the parenting time.
12. ***Presence.*** The Applicant shall be present with the child during all such parenting Sundays, and any other parenting as agreed upon by the parties.

**Child Support**

 **a) Section 3**

1. The Applicant shall pay section 3 child support to the Respondent based on the Federal Child Support Guidelines, in the amount of $######### per month in equal installments on the first and fifteenth day of every month commencing on ######### ###, 20##and every month thereafterso long as there is a child of the marriage OR until ordered otherwise by this Honourable Court, as calculated by ChildView.

**b) Section 7**

1. The Applicant shall also pay #########% of all section 7 expenses when accompanied by receipts. However, prior to section 7 expenses being incurred by the Respondent, she will consult with the Applicant regarding the same. Should the parties be unable to agree, then the matter will proceed to mediation prior to any Court Application.
2. The parties will be responsible for section 7 expenses based on the respective portions of their guideline income, as contained in this Order. For greater certainty, the Respondent will pay #########% of section 7 expenses, and the Applicant will pay #########% of section 7 expenses.
3. Claims for section 7 expenses must be accompanied by receipts.
4. Any new extraordinary expenses must be mutually agreed upon.
5. Section 7 expenses shall include the following when accompanied by receipts:
	* + - 1. child care expenses incurred as a result of the custodial parent’s employment, illness, disability or education or training for employment;
				2. that portion of the medical and dental insurance premiums attributable to the child;
				3. health-related expenses that exceed insurance reimbursement by at least $100 annually, including orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist or any other person, physiotherapy, occupational therapy, speech therapy and prescription drugs, hearing aids, glasses and contact lenses;
				4. extraordinary expenses for primary or secondary school education or for any other educational programs that meet the child’s particular needs;
				5. expenses for post-secondary education; and
				6. extraordinary expenses for extracurricular activities.
6. Section 7 expenses shall include the following when accompanied by receipts:
	1. Preschool, playschool, and kindergarten registration fees, and day trip fees charged by the institution or provider;
	2. Primary or secondary school education school lunch program supervision fees (no food costs), field trip fees charged by the school, tutoring fees, mandatory uniforms, transit tickets, transit passes, and school bus fees;
	3. In relation to post-secondary education, all mandatory expenses related ot the child’s curriculum, transit tickets, and transit passes;
	4. In relation to up to three organized sports, musical, or artistic pursuits per child each calendar year, such as art or photography classes, drama or theater classes or groups, 4-H, Girl Guides, Beavers, Cubs, Scouts, Army Cadets, choruses, choirs, bands, music or singing lessons, dance classes or groups, chess clubs, equestrian clubs, entrepreneurship clubs, horticulture clubs, academic or debate clubs, baseball, softball, basketball, cheerleading, rock climbing, cycling, fencing, football, golf, gymnastics, hiking, hockey, intramural sports, lacrosse, martial arts, ping pong, skate board clubs, skiing clubs, soccer, swimming, tennis, track & field, ultimate Frisbee, volleyball, water polo, or yoga:
		1. lesson fees, excluding private coaching;
		2. registration fees for a league, team tournament, competition, festival, or recital;
		3. facility or playing surface fees;
		4. testing fees;
		5. maintenance and repair of a music instrument or sports equipment for participation in an organized program;
		6. sports equipment purchased or rented for participation in an organized program;
		7. rental for music instrument, except rent-to-own for participation in an organized program;
		8. mandatory uniforms or costumes for participation in an organized program; and
		9. mandatory supplies such as books and paints for participation in an organized program;
	5. the portion of the medical and dental insurance premiums attributable to the child;
	6. health-related expenses which exceed insurance reimbursement by at least $100 annually, including:
		1. non-cosmetic dental;
		2. chiropractic;
		3. physiotherapy;
		4. occupational therapy;
		5. speech therapy;
		6. acupuncture;
		7. eye exams;
		8. ambulance;
		9. glasses, contact lenses, or hearing aids;
		10. professional counselling provided by a psychologist, social worker, psychiatrist or any other professional;
		11. prescription drugs;
		12. orthodontics;
		13. where accompanied by a physician’s written recommendation or the other party’s written consent:
			1. dermatology;
			2. massage therapy;
			3. medical appliances, such as orthopedic clothes, orthotics, or crutches;
			4. reflexology; and
			5. other medical treatments, such as laser or naturopathy; and
	7. the net after-tax portion of child care expenses incurred as a result of the custodial parent’s employment, illness, disability or education or training for employment, including day or activity camps in the summer and during other school break periods.

**c) Arrears / Overpayment**

1. The Applicant shall receive a one time credit in the sume of $######### for an overpayment in November.
2. The Respondent will pay child support arrears in the amount of $######### on or before ######### ###, 20##.
3. As of the date of this Order, the child support arrears owing by the Applicant to the Respondent are the sum of $#########. The Applicant shall pay $######### per month towards the arrears commencing ######### ###, 20##.

**d) Miscellaneous**

1. As of the date of this Order, ######### is no longer a child of the marriage.

**Spousal Support**

1. The Respondent shall pay spousal support to the Applicant in the amount of $#########.00 per month on or before the first day of each month commencing on ######### ###, 20## and until further Order of this Court.
2. The Applicant shall pay the Respondent $######### per month spousal support from ######### ###, 20## until ######### ###, 20##. The Respondent shall not be entitled to any additional spousal support after the payments outlined above are made.
3. The parties have not resolved the issue of spousal support. The parties agree that the Respondent shall pay $#########.00 per month spousal support commencing ######### ###, 20##, until further order of the court or agreement of the parties.
4. If the Respondent does apply for additional spousal support, this Order shall be a complete defence to any such application.

**Other support terms**

1. ***Electricity.*** The Applicant shall pay all of the parties' electricity bills oustanding as at the time of this Order. However, commencing on the granting of this Order, the Respondent shall be responsible for all ongoing electricity bills with respect to the matrimonial home, and shall indemnify the Applicant for any loss or cost incurred with respect to such ongoing electricity bills.
2. ***Electricity.*** The Applicant shall pay the parties' outstanding electricity bill as at the time of this Order, in the amount of $#########.00. However, commencing on the granting of this Order, the Respondent shall be responsible for all other debts and obligations with respect to the matrimonial home, including the mortgage payment, and shall indemnify the Applicant for any loss or cost incurred with respect to such debts and obligations.
3. ***Electricity.*** The Applicant shall pay the parties' outstanding electricity bill as at the time of this Order, in the amount of $#########.00. The Respondent shall pay the electrity bill balance moving forward. The Applicant shall deposit $#########.00 per month for spousal support into the parties joint ######### Account #########. The spousal support funds shall remain in that account to satisfy the monthly payments that are direct debited from the account.
4. ***Employment bonus.*** The Respondent has not received his employment bonus for #########. Immediately upon receipt of the ######### employment bonus the Respondent will disclose the value to the Applicant’s counsel, so that the Respondent’s guideline income may be determined.
5. ***Home expenses.*** The Respodnent shall pay all mortgage payments, utility expenses, and property taxed in relation to the matrimonial home until further order of this Honourable Court.
6. ***Debt.*** The Applicant shall pay the ######### debt payments of $######### per month, the insurance payments on the vehicles in her possession, the HELOC payment for the ######### account ending #########, and the MasterCard payment for the account ending ######### until further order of this Honourable Court.
7. ***Sale of property.*** The Respondent shall sell the ######### and the ######### at a market value agreed upon by both parties. The Respondent shall apply the funds from the sale of the chattels to the ######### loan. The Respondent shall provide an accounting of the proceeds and any surplus or responsibility for any shortfall shall be allocated equally between the parties.
8. ***MEP Stay of Enforcement.*** There shall be no child or spousal support arrears and the Director of Maintenance Enforcement shall be stayed from all enforcement proceedings against the Respondent effectively immediately, and for so long as the following conditions are satisfied by the Respondent:
	1. A bank draft or money order for the sum of $#########.00 made out to “######### in trust” is delivered directly to the Solicitor for the Applicant on or before ######### ###, 20##, representing payment towards any child and/or spousal support arrears;
	2. The deadlines in paragraph ######### continue to be met; and
	3. The Respondent pays all penalties levied by the Maintenance Enforcement Program, which shall not detract from the Respondent’s obligations herein.
9. ***Return of funds.*** Any funds paid to the Director of Maintenance Enforcement before or after the granting of this Order, but not yet released to the Respondent, shall be returned forthwith to the #########.

**Corporate Disclosure**

1. Within 14 days, the Respondent by s. 10(3) Notice, #################, shall provide and deliver the following information and documentation to counsel for the Applicant:
	1. The current general ledger for ############# from ########### to present;
	2. The complete corporate Minutebooks for ##############;
	3. Statements for all bank accounts held by ################ or jointly with any other person for the period of ############# to the date of this Order;
	4. Statements for all credit cards and lines of credit held by ################ or jointly with any other person for the period of ############# to the date of this Order;
	5. Financial Statements for ########### for the years ending #########;
	6. Corporate income tax returns for ############# for the years ending #############;
	7. The current amortization/depreciation/CCA schedule used by #############’s accountant;
	8. T4 slips and any pay stubs relating to compensation paid to ################## and any non-arm’s length party from #################;
	9. Current interim financial statements for ###############; and
	10. Any shareholders’ agreements between any of the current or past shareholders for ##################.
2. Within 14 days of the date of this Order, ############# shall provide a sworn Affidavit containing:
	1. A list of any of the aforementioned items that cannot be produced;
	2. A detailed explanation of why said items cannot be produced; and
	3. An estimated date by which said items will be available for production.

**Property**

[Remember to define the Matrimonial/Family/Rental Home in the preamble, including the residential address and legal land description]

1. ***Exclusive possession.*** ########## is granted exclusive possession of the Matrimonial Home and the ####### Rental Property including, but not limited to, the following:
	1. All contents of the Matrimonial Home and surrounding property; and
	2. The following household goods: ###########;
	3. All contents of the ######## Rental Property and surrounding property, including rental income.
2. ***Vacate.*** The ######### shall vacate the Matrimonial Home by ##:## #.m. on ######### ###, 20##.
3. ***Attendance at residence.*** The ######### shall not attend at or near the Matrimonial Home unless the ######### provides written consent.
4. ***Payment of home’s expenses.*** The ########### shall pay the mortgage and line-of-credit, utility bills, property taxes, and cost of any repairs associated with the Matrimonial Home, until further agreement of the parties in writing or order of this Honourable Court.
5. ***Payment of rental property’s expenses.*** The mortgage and expenses for the ######### Rental Property shall be paid from the ############# account numbered ########## and from income received from rent. If the income received from the rent is not sufficient to pay all expense and mortgage payments, then the excess costs thereof shall be paid by ######### until further agreement on writing or order of this Honourable Court.

**Preservation Order**

1. ***Preservation against dissipation.*** No party to this action shall cause any property within his, her, or its possession or control to be sold, gifted, disposed of, or otherwise dissipated except as would be expected in the normal course of business.
2. ***Payment into trust.*** The ######### shall forthwith pay the sum of $######### into their counsel’s trust account, which their counsel shall hold in trust until further agreement of the parties in writing or order of this Honourable Court.

[For corporations, define the “Corporation” in the preamble.]

1. ***Corporate dissipation.*** The shares and assets of the Respondents by section 10(3) Notice, ###################, shall be preserved, except as is required for those businesses affected to carry on their normal business, and pending resolution of ############## and ##############’s matrimonial property division.
2. ############# shall provide a list of all items taken from the Matrimonial Home and the Corporation since ######## to counsel for the ############# by ###############.
3. ########## shall pay the ongoing debts of the Corporation, including the minimum payment on associated credit cards and lines-of-credit each month until ordered otherwise by this Honourable Court.
4. The following properties shall be preserved, except as is required for those businesses affected to carry on their normal business, and pending resolution of the parties’ matrimonial property division:
	1. Any matrimonial property of the parties; and
	2. The shares and assets of the Corporation.

**Procedural**

1. ***Severance.*** Pursuant to Rule 12.50(7)(c), the corollary relief issues of parenting, support of the children, and spousal support, as well as the issue of matrimonial property division, shall be severed from the Divorce Judgment to be determined at a later date. Such severance shall be without prejudice to the outstanding corollary relief and matrimonial property claims.
2. ***Amendment of pleadings.***The Applicant shall be permitted to file an Amended Statement of Claim for Divorce containing the amendments shown in Schedule “A” to this Order. Any such Amended Statement of Claim for Divorce must be filed and served on all parties by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. Within \_\_\_\_\_\_ days of service of any such Amended Statement of Claim for Divorce, the Respondent may file and serve on all parties an Amended Statement of Defence. If the Respondent files an Amended Statement of Defence, the Applicant shall forthwith pay to the Respondent costs of $1000.00.
3. ***Litigation Plan.*** Unless ordered otherwise or agreed in writing, the parties shall adhere to the following litigation plan:
4. Exchange of financial disclosure pursuant to Notice to Disclose by #########;
5. Questioning completed by #########;
6. Compliance with undertakings by #########;
7. Any further Questioning on undertakings to be completed by #########;
8. Exchanges of any expert’s reports by #########;
9. Exchanges of names of proposed witnesses by #########;
10. Any amendments to any pleadings filed and served by #########;
11. Filing and service of any interlocutory applications by #########;
12. Execution of Form 37, to be drafted by #########, and setting matter for trial, to be filed by #########;
13. Updated financial disclosure pursuant to a Notice to Disclose to be exchanged at least two months prior to the trial of this matter;
14. ######### shall prepare a binder of financial documentation for use at trial, which shall be provided to ######### for review at least one month prior to the tiral of this matter;
15. The parties shall determine whether any admissions for trial may be made in advance; and
16. With respect to the trial:
	1. ######### shall provide evidence first, followed by #########, followed by any replies;
	2. The ######### shall be determined first, followed by the cross-application respecting #########;
	3. Counsel for the child shall determine the method to introduce the evidence of the child, in consultation with counsel for the parents. If a bilateral parenting assessment is provided, there should only be one assessment, the assessor chosen by agreement of the parties, rather than two competing reports. Any such assessment should be completed near the trial of this matter; and
	4. There shall be no affidavits entered as evidence, but the parties may each be cross-examined upon their prior sworn Affidavits.
17. ***Validating service.*** Service of the Notice of Application filed herein is hereby validated, pursuant to Rule 11.27.
18. ***Vexatious proceedings***. Any litigation or steps in litigation against the ############# and those associated with ######him########, including ########his####### family (immediate and extended) and ##########his####### employer shall require leave of the Court of Queen’s Bench.
19. ***Vexatious litigant***. The ########## is declared a vexatious litigant pursuant to Section 23.1 of the *Judicature Act*, RSA 2000, c J-2, and is hereafter prohibited from instituting and further proceedings, or instituting proceedings on behalf of any other person, or continuing any proceeding which she has already instituted without leave of the Court in which the proceeding is to be initiated or continued.
20. ***Vexatious litigant/proceedings.*** This Order shall be binding upon the Provincial Court of Alberta, the Court of Queen’s Bench of Alberta, and the Alberta Court of Appeal.

**Service *ex juris***

1. The Applicant is given leave to serve *ex juris* a copy of the Statement of Claim for Divorce and Notice to Defendant, and Notice of Mandatory Seminar, together with a copy of this Order, upon the Respondent personally or by registered regular mail at his residence located at 1600 Pennsylvania Ave NW, Washingting, DC 20500, USA, or such other location at which the said Respondent currently resides.
2. The Respondent shall have 2 months from the date of service *ex juris* of the documents referenced in paragraph 1 herein within which to file a Statement of Defence or Demand for Notice.
3. Upon the Applicant effecting service *ex juris* as aforesaid, the Applicant may serve the Respondent by regular mail at the Respondent’s residence such further documents as relate to this action upon the Respondent, or elsewhere where the Respondent is served *ex juris*, without further Order.
4. In the event the Respondent does not file a Statement of Defence or Demand of Notice within the time limited herein, the Applicant is given leave to pursue an application for a judgment of divorce without appearance by the parties or counsel, and without consent of the Respondent, without further notice and without further order of this Honourable Court, pursuant to rule 12.50(1)(c) of the *Rules of Court* (Alberta).

**General**

1. ***Police Enforcement.***If either of the parties or any other person on their behalf, is in breach of any terms of this Order, then a Peace Officer shall provide assistance to ensure that the offending party complies with its terms. Before enforcing the terms of this Order, a Peace Officer must first ensure that the party has been served with a copy of the Order, or if not served, the party must be shown a copy of the Order by the Peace Officer and be given reasonable time to comply with its terms. If the party does not then obey the Order, the Peace Officer shall do such lawful acts as may be necessary to give effect to its terms including, if necessary, arrest, detain and bring the party at the earliest possible time before a Justice of the Court of Queen’s Bench to show cause why the party should not be cited for civil contempt.
2. ***Police Declining Enforcement.***If the Peace Officer decides that compliance with the Order is not in the children’s best interest, the Officer shall prepare a report. The Officer’s report must include a statement describing the events and circumstances of the assistance provided and the reason for any non-enforcement of this Order. The parties each have the right to request in writing, a copy of the report from the Peace Officer’s law enforcement agency. On receiving a written request, the law enforcement agency shall provide a copy of the report to the parties. Privileged information shall be removed from the report before it is released to the parties.
3. ***MEP.***The amounts owing under this Order shall be paid to the Director of Maintenance Enforcement (MEP) at 7th floor North, 10365 97 Street, Edmonton, Alberta T5J 3W7, (telephone 780-422-5555, website: www.albertamep.gov.ab.ca) and shall be enforced by MEP on the filing of the Order with MEP by the creditor (recipient of support) or debtor (payor of support.) The amounts owing shall continue to be enforced by MEP until the party who filed this order gives MEP notice in writing withdrawing this order from filing in accordance with section 9 of the *Maintenance Enforcement Act*.
4. ***Annual exchange of financial disclosure.*** Each party shall provide the other party with a complete copy of his or her income tax return and any notices of assessment and reassessment issued to him or her by the Canada Customs and Revenue Agency on an annual basis, on or before June 30 of each year, as long as there is a child of the marriage as defined by the *Divorce Act* (Canada). In the event that a party has not filed an income tax return for the previous year, he or she shall provide the other party with copies of his or her T4, T4A, and all other relevant tax slips and statements disclosing any and all sources of income, including self-employment income.
5. ***Recalculation.***This Order may be recalculated by the Alberta Child Support Recalculation Program (“the Recalculation Program”) based on its anniversary date if eligible for recalculation and if the Recalculation Program determines recalculation is permissible and appropriate pursuant to the *Family Law Act* and regulations.  Either party may apply to register with the Recalculation Program at 8th Floor, 10365 — 97 Street, Edmonton, Alberta T5J 3W7, telephone 780‑401‑1111 (website:  www.recalculation.alberta.ca).  Should either party fail to comply with the income disclosure requirements of the Recalculation Program, then the income of that party may be automatically deemed to have increased as set out in section 55.51 of the *Family Law Act*.

OR

1. ***Recalculation.***This Order shall not be recalculated by the Alberta Child Support Recalculation Program.
2. ***Titles.*** Any words which are bolded, and also either italicized or underline, are headings used for ease of reference, and shall not constitute part of this Order with respect to interpretation.

**Costs**

1. ***Advance costs.***The Respondent shall forthwith pay advance costs to the Applicant in the amount of $#############.00. Counsel for the Applicant shall furnish a Bill of Costs quarterly. Such Bill of Costs need not include any particulars of specific work performed or the purpose of any disbursements. Such advance costs are awareded in relation to the application set for Special Chambers; the Applicant may thereafter request further advance costs at a later stage of these proceedings.
2. ***Security for costs.*** On or before ######### ###, 20## [up to two months], the Respondent shall pay the sum of $######### to counsel for the Applicant, which shall be held in trust by counsel for the Applicant until further agreement of the parties in writing or order of this Honourable Court. All Applications now and hereafter filed by the Respondent shall be stayed until the the Respondent has complied with this paragraph. If the Respondent fails to comply with this paragraph, all of the Respondent’s action, claim, defence, applications, and proceedings shall be dismissed or struck, as the case may be.
3. ***Costs.*** Costs in the sum of $500.00 shall be paid forthwith by the Respondent to the Applicant.

OR

1. ***Costs.*** There shall be no costs for this Order.

OR

1. ***Costs.*** Costs shall be in the cause.
2. ***Rule 9.4(2)(d).*** Rule 9.4(2)(d) is hereby invoked.

**IT IS HEREBY ADJUDGED:**

THAT the Court grants an Interim “Without Prejudice” Consent Order between the Applicant and the Respondent.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Justice of the Court of Queen’s Bench of Alberta

**APPROVED AS TO FORM BY: AND BY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

################# KEN PROUDMAN

Solicitor for the Respondent Solicitor for the Applicant

OR

**CONSENTED TO BY: AND BY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

################# KEN PROUDMAN

Solicitor for the Respondent Solicitor for the Applicant

OR

**CONSENTED TO BY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Solicitor for the Applicant

#################

**AND BY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Respondent Witness to the signature of ######### #################

**[for self-represented litigants]**

**AFFIDAVIT OF EXECUTION**

CANADA ) I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, of the \_\_\_\_\_\_\_\_\_\_ of

PROVINCE OF ALBERTA ) \_\_\_\_\_\_\_\_\_\_, in the Province of Alberta,

TO WIT: ) **MAKE OATH AND SAY THAT:**

1. I was personally present and did see ######### named in the within (or annexed) instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. The same was executed at the \_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said######### and she is in my belief of the full age of eighteen (18) years.

|  |  |
| --- | --- |
| SWORN BEFORE ME at the \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Province of Alberta, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_A COMMISSIONER FOR OATHS in and for Alberta | )))))) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) Witness to the signature of) #########) |
|  |  |