

COURT OF QUEEN'S BENCH OF ALBERTA COURT GENERATED ORDERS

CLAUSES

PREAMBLE

1. PARTIES

1.1 **APPLICANT** (*automatically in all orders*)
UPON THE APPLICATION of **[APPLICANT'S NAME]**;

1.2 **RESPONDENT**
AND UPON THE CROSS-APPLICATION of **[RESPONDENT'S NAME]**;

2. ATTENDANCES

2.1 **APPLICANT**

(a) Unrepresented
AND UPON HEARING **[APPLICANT'S NAME]** (also referred to in this court order as '**Applicant**'), unrepresented by counsel;

AND UPON NOTING that the Applicant is served with a copy of this order by the Clerk of the Court on today's date;

(b) Represented by Counsel
AND UPON HEARING counsel for **[APPLICANT'S NAME]** (also referred to in this court order as '**Applicant**');

AND UPON NOTING that the Applicant, or their counsel, is served with a copy of this order by the Clerk of the Court on today's date;

(c) Not Appearing
AND UPON **[APPLICANT'S NAME]** (also referred to in this court order as '**Applicant**') having failed to appear;

2.2 **RESPONDENT**

(a) Unrepresented
AND UPON HEARING **[RESPONDENT'S NAME]** (also referred to in this court order as '**Respondent**'), unrepresented by counsel;

AND UPON NOTING that the Respondent is served with a copy of this order by the Clerk of the Court on today's date;

(b) Represented by Counsel
AND UPON HEARING counsel for **[RESPONDENT'S NAME]** (also referred to in this court order as '**Respondent**');

AND UPON NOTING that the Respondent, or their counsel, is served with copy

of this order by the Clerk of the Court on today's date;

- (c) Not Appearing
AND UPON **[RESPONDENT'S NAME]** (also referred to in this court order as '**Respondent**') having failed to appear although properly served;
- (d) Service on Respondent
AND UPON the Applicant having proved service of notice of this application upon the Respondent;

2.3 DIRECTOR OF MAINTENANCE ENFORCEMENT

- (a) Represented By Counsel
AND UPON HEARING counsel for the Director of Maintenance Enforcement;

2.4 OTHER

- (a) AND UPON HEARING representations by **[NAME]**;

3. INCOMES OF THE PARTIES

3.1 APPLICANT

- (a) Guideline Income
AND UPON the APPLICANT, **[APPLICANT'S NAME]**, being found to have a Guideline Income of **[\$AMOUNT]** per annum;
- (b) Agreed Upon Guideline Income
AND UPON the parties agreeing that [Applicant's Name] has a Guideline Income of \$«Consent Income:9,999.00» per annum;
- (c) Imputed income
AND UPON the APPLICANT, **[APPLICANT'S NAME]**, being found to have an imputed Guideline Income of **[\$AMOUNT]** per annum;
- (d) Undue Hardship
 - (i) Annual Income
AND UPON the APPLICANT, **[APPLICANT'S NAME]**, being found to have an annual income of **[\$AMOUNT]** for the purpose of determining the table amount of child maintenance and his/her household standard of living;
 - (ii) Standard of Living Test
AND UPON the Respondent, **[RESPONDENT'S NAME]**, being found to have a household standard of living higher than the Applicant's, **[APPLICANT'S NAME]**, household;
 - (iii) Circumstances of Undue Hardship
AND UPON it being found that the Applicant, **[APPLICANT'S NAME]**, would suffer undue hardship by reason of **[CIRCUMSTANCE(S)]** if required to pay child maintenance pursuant to the *Child Support Guidelines* in the amount of **[\$AMOUNT]** per month.

3.2 RESPONDENT

- (a) Guideline Income
AND UPON the RESPONDENT, **[RESPONDENT'S NAME]**, being found to have a Guideline Income of **[\$AMOUNT]** per annum;
- (b) Agreed Upon Guideline Income
AND UPON the parties agreeing that [Respondent's Name] has a Guideline Income of \$«Consent Income:9,999.00» per annum;
- (c) Failure to Disclose Income
AND UPON being advised that the Respondent has failed to respond to the Notice to Disclose/Notice of Motion served on him or her and to provide the information required;
- (d) Imputed Income
AND UPON the RESPONDENT, **[RESPONDENT'S NAME]**, being found to have an imputed Guideline Income of **[\$AMOUNT]** per annum [OPTIONAL: based upon REASONS];
- (e) Undue Hardship
 - (i) Annual Income
AND UPON the RESPONDENT, **[RESPONDENT'S NAME]** being found to have an annual income of **[\$AMOUNT]** for the purpose of determining the table amount of child maintenance and his/her household standard of living;
 - (ii) Standard of Living Test
AND UPON the Applicant, **[APPLICANT'S NAME]**, being found to have a household standard of living higher than the Respondent's, **[RESPONDENT'S NAME]**, household.
 - (iii) Circumstances of Undue Hardship
AND UPON it being found that the Respondent, **[RESPONDENT'S NAME]**, would suffer undue hardship by reason of **[CIRCUMSTANCE(S)]** if required to pay child maintenance pursuant to the *Child Support Guidelines* in the amount of **[\$AMOUNT]** per month.

4. CHILDREN

4.1 NAMES AND BIRTHDATES

AND UPON the Court being advised that the name and birth date of each child of the parties' marriage or relationship is as follows:

[CHILD 1], born **[Month] [Day], [Year]**;
[CHILD 2], born **[Month] [Day], [Year]**;
[CHILD 3], born **[Month] [Day], [Year]**;

5. DOCUMENTS RELIED ON

5.1 EVIDENCE OF THE APPLICANT

AND UPON READING the **[AFFIDAVIT or CLAIM]** of **[APPLICANT'S NAME]**, filed in support of this application;

5.2 EVIDENCE OF THE RESPONDENT

AND UPON READING the **[AFFIDAVIT or RESPONSE]** of **[RESPONDENT'S NAME]**, filed in response to this application;

- 5.3 OTHER AFFIDAVIT(S)**
AND UPON READING the Affidavit of **[THIRD PARTY NAME]** filed on behalf of **[the APPLICANT OR the RESPONDENT]**;
- 5.4 PREVIOUS ORDER**
AND UPON READING the Order of **[JUSTICE'S NAME]** of **[DATE]**;
- 5.5 COURT FILE**
AND UPON READING the application and all other documentation filed in this matter;
- 5.6 OTHER**
AND UPON READING the following documents: **[LIST OTHER]**;

6. CONSENT

- 6.1 CONSENT OF BOTH PARTIES**
AND UPON NOTING the consent of both parties regarding the issue of **[ISSUE OF CONSENT]**;
- 6.2 CONSENT OF 1 PARTY**
AND UPON NOTING the consent of the **[APPLICANT OR RESPONDENT]** regarding the issue of **[ISSUE(S) CONSENTED TO]**;
- 6.3 CONSENT TO GUARDIANSHIP ORDER**
AND UPON NOTING the consent of the following individuals to the guardianship order set out below:
OPTIONS (provide full names):
- any existing guardians of the child/ren
 - the child/ren, if they are 12 years old or older
 - the proposed guardian

7. DEPARTURE FROM GUIDELINES

7.1 AGREEMENT TO DEPART

AND UPON NOTING the consent of both parties to depart from the *Child Support Guidelines*; AND UPON the Court being satisfied that reasonable arrangements have been made for the support of the child(ren) to whom this Order relates, having regard to the *Child Support Guidelines*; AND UPON NOTING that the parties have agreed to depart from the *Child Support Guidelines* for the following reason(s):

[*SPECIFY REASON(S)]

- *(a) Consent reasonable arrangements made by the parties having regard to the Guidelines;
- *(b) Special circumstances as contemplated in the *Divorce Act*, those special circumstances being: **[LIST SPECIAL CIRCUMSTANCES]**
- *(c) Undue Hardship of the **[APPLICANT OR RESPONDENT]** in relation to **[LIST CIRCUMSTANCES OF UNDUE HARDSHIP]**, as contemplated by the *Child Support Guidelines*;
- *(d) Other reasons

7.2 COURT DEPARTING FROM GUIDELINES

AND UPON the Court being satisfied that reasonable arrangements have been made for the support of the child(ren) to whom this Order relates, having regard to the *Child Support Guidelines*; AND UPON the Court having elected to depart from the *Child Support Guidelines* for the following reasons:

[*SPECIFY REASON(S)]

- *(a) Consent reasonable arrangements made by the parties having regard to the Guidelines;
- *(b) Special circumstances as contemplated in the *Divorce Act*, those special circumstances being: **[LIST SPECIAL CIRCUMSTANCES]**
- *(c) Undue Hardship of the **[APPLICANT OR RESPONDENT]** in relation to **[LIST CIRCUMSTANCES OF UNDUE HARDSHIP]**, as contemplated by the Child Support Guidelines;
- *(d) Other reasons

8. DEPARTURE FROM [GUIDELINE] TABLE AMOUNT

8.1 CHILD AGE OF MAJORITY OR OVER

AND UPON the Court being satisfied that the child support amount for **[SPECIFY CHILD OVER 18]**, a child the age of majority or over, as determined by applying the *Child Support Guidelines* as if the child were under the age of majority, would be inappropriate;

8.2 PAYOR'S INCOME OVER \$150,000

AND UPON the Court being satisfied that the payor's guideline income is greater than \$150,000 and that the amount of child support determined pursuant to section 3 of the *Child Support Guidelines* would be inappropriate, such that section 4 of the *Child Support Guidelines* shall be considered in calculating the child support amount payable between the parties;

8.3 SPOUSE IN PLACE OF A PARENT

AND UPON the Court being satisfied that the payor stands in the place of a parent for **[SPECIFY CHILD(REN)]**, and that section 5 of the *Child Support Guidelines* shall be considered in calculating the child support amount payable between the parties;

8.4 SPLIT CUSTODY

AND UPON the Court being satisfied that the Applicant and the Respondent each has primary care and control of one or more children, such that the parties have a 'split custody' arrangement, and that section 8 of the *Child Support Guidelines* shall be considered in calculating the child support amount payable between the parties;

8.5 SHARED CUSTODY

AND UPON the Court being satisfied that **[APPLICANT'S NAME OR RESPONDENT'S NAME]** either exercises a right of parenting time, a right of access to or has exercised physical care and control of **[SPECIFY CHILD(REN)]** for not less than 40% of the time over the course of a year, and that s. 9 of the *Child Support Guidelines* shall be considered in calculating the child support amount payable between the parties;

8.6 UNDUE HARDSHIP

AND UPON the Court being satisfied that payment of the child support amount of **[\$AMOUNT]** per month prescribed by the *Child Support Guidelines* would cause **[APPLICANT'S NAME OR RESPONDENT'S NAME]** undue hardship due to **[SPECIFY CIRCUMSTANCES OF UNDUE HARDSHIP]**; AND UPON the Applicant's household having been found to have a total annual income of **[\$AMOUNT]**, and the Respondent's household having been found to have a total annual income of **[\$AMOUNT]**; AND UPON **[APPLICANT'S NAME OR RESPONDENT'S NAME]**, household having been found to have a higher standard of living than the **[APPLICANT or RESPONDENT]**'s household.

8.7 OTHER

(a) **DRIVER'S LICENSE RESTORED**

AND UPON the Court being advised that the Director of Maintenance Enforcement has placed a restriction on the driver's licence of the Applicant, and taking judicial notice that the removal of such a licence restriction is entirely with in the discretion of the Director, IT IS RECOMMENDED that the Director of Maintenance Enforcement remove the restrictions that have been placed on the Applicant's driver's licence;

MAIN CLAUSES

9.1 PARENTAGE

(1) **DECLARATION**

It is hereby declared that [RESPONDENT'S NAME], is the parent of the child(ren) named above, pursuant to s. 9 of the *Family Law Act*.

(2) **CONSENT DECLARATION**

[APPLICANT'S NAME OR RESPONDENT'S NAME] acknowledging that he/she is the natural [MOTHER OR FATHER] of the child(ren) named above, it is hereby declared that [APPLICANT'S NAME OR RESPONDENT'S NAME] is the parent of the child(ren) named above.

(3) **DNA TESTING**

[APPLICANT'S NAME] shall have leave to obtain DNA paternity testing and to have the results entered into evidence in these proceedings.

(4) **LOCO PARENTIS**

[APPLICANT'S NAME OR RESPONDENT'S NAME] is found to stand in place of a parent for the child(ren), namely [LOCO PARENTIS CHILD'S NAME], born [BIRTH DATE(s)].

9.2 GUARDIANSHIP

(1) **DECLARATION**

It is hereby declared that [GUARDIAN'S NAME], is a guardian of the child(ren) named above.

(2) **TERMINATION**

[GUARDIAN'S NAME]'s guardianship of the following child/ren is hereby terminated:
[CHILD 1], born [Month] [Day], [Year];
[CHILD 2], born [Month] [Day], [Year];
[CHILD 3], born [Month] [Day], [Year];

(3) **REQUIREMENT FOR CONSENT DISPENSED WITH**

The consent of the following individuals to this guardianship order is hereby dispensed with:

OPTIONS:

- any existing guardians of the child/ren
- the child/ren, if they are 12 years old or older
- the proposed guardian

(4) **CHANGE OF RESIDENCE/CONTACT INFORMATION - GUARDIAN**

(a) **Contact information**

Each guardian will advise the other guardian(s) of any change in contact information such as address, home and work phone numbers and place of employment.

- (b) **Written notice of change of residence**
A guardian who plans to move from their current residence must first notify the other guardian(s) in writing at least **[30 or other number]** days before the move. The notice must specify the date of the move and the address of the new residence.

10.1 **PARENTING & CONTACT – FAMILY LAW ACT**

(1) **PARENTING – FAMILY LAW ACT**

(a) **PARENTING TIME**

- (i) Standard Parenting Clause
[APPLICANT'S NAME] and **[RESPONDENT'S NAME]** shall have parenting time with the child(ren), as follows:
(a) **[SPECIFY APPLICANT'S PARENTING TIME]**
(b) **[SPECIFY RESPONDENT'S PARENTING TIME]**
(Opt.) (c) And such further reasonable parenting time as can be arranged and agreed to between the parties.
- (ii) Primary Residence with Specified Parenting Time
[APPLICANT'S NAME OR RESPONDENT'S NAME] will have day-to-day care of the child(ren), and **[APPLICANT'S NAME OR RESPONDENT'S NAME]** will have parenting time with the child(ren) as follows:
(a) **[SPECIFY DETAILS OF PARENTING TIME];**
(Opt.) (b) And such further reasonable parenting time as can be arranged and agreed to between the parties.
- (iii) Shared Parenting (s. 9 *Guidelines*)
[APPLICANT'S NAME] and **[RESPONDENT'S NAME]** shall share parenting of the child(ren) as follows:
[SPECIFY SHARED PARENTING ARRANGEMENTS]
- The parenting arrangement set out above constitutes 'shared parenting' as that term is used in s. 9 of the *Alberta Child Support Guidelines*.
- (iv) 'Split' Residence
The primary residence of the following child(ren) shall be with **[APPLICANT'S NAME]**:
[CHILD 1], born **[Month] [Day], [Year]**;
[CHILD 2], born **[Month] [Day], [Year]**;
and the primary residence of the following child(ren) shall be with **[RESPONDENT'S NAME]**:
[CHILD 3], born **[Month] [Day], [Year]**;
[CHILD 4], born **[Month] [Day], [Year]**;
- (v) No Parenting Time
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have no parenting time with the child(ren) until further order of the Court.

- (vi) No Overnight Parenting Time
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall not be entitled to overnight parenting time with the children.

(b) INTERIM PARENTING/RESIDENCE

- (i) Ordinary Residence to Continue
The ordinary residence of the child(ren) shall continue to be with **[APPLICANT'S NAME or RESPONDENT'S NAME]**, until further Order of the Court.
- (ii) Interim Residence
On an interim basis, the residence of the child(ren) shall be with **[APPLICANT'S NAME OR RESPONDENT'S NAME]**, until further Order of the Court.

(c) DECISION MAKING POWERS, RESPONSIBILITIES AND ENTITLEMENTS

- (i) Consult re Education, Non-Emergency Medical, and Religion
During each guardian's parenting time, the guardian then having the day-to-day care and control of the children will make daily decisions affecting the children's welfare, however, that guardian must consult with the other guardian regarding education, non-emergency medical care, and religious education.
- (ii) Shared Between the Guardians
The powers, responsibilities and entitlements of guardianship will be shared between the guardians of the child(ren) as follows:
- (a) **[SPECIFY DECISION-MAKING ARRANGEMENTS];**
OR
 - (b) decisions regarding the children's medical care and education will be made jointly between the guardians;
OR
 - (c) After consulting with the other guardian(s) of the child, **[APPLICANT'S NAME OR RESPONDENT'S NAME]** will make the final decisions regarding the children's medical care and education; **OR**
 - (d) **[APPLICANT'S NAME OR RESPONDENT'S NAME]** will make the final decisions regarding the children, including their medical care and education.
- (iii) Shared Between the Guardians – With Exceptions
The powers, responsibilities and entitlements of guardianship, as set out in s. 21 of the *Family Law Act*, will be shared between the guardians of the child(ren), with the exception of the following:
- (a) **[APPLICANT'S NAME]** shall make the final decisions for the child(ren) on the following matters (OPTION: after consulting with **[RESPONDENT'S NAME]**):
OPTIONS:
 - the child(ren)'s place of residence;
 - the child(ren)'s education;
 - the child(ren)'s extracurricular school activities;

- the child(ren)'s cultural upbringing;
- the child(ren)'s spiritual upbringing;
- who the child(ren) will associate with;
- whether the child(ren) should work and, if so, the details of the work;
- consent to health-related treatment for the child(ren);
- give consent of a parent or guardian where required;
- receive and respond to any notice to a parent or guardian;
- deal with any legal proceedings relating to the child(ren);
- appoint a person to act on behalf of the guardian in an emergency situation or when the guardian is temporarily absent;
- receive any health, education and other information that may significantly affect the child(ren);
- other [Specify].

(b) **[RESPONDENT'S NAME]** shall make the final decisions for the child(ren) on the following matters (OPTION: after consulting with **[APPLICANT'S NAME]**):

OPTIONS:

- the child(ren)'s place of residence;
- the child(ren)'s education;
- the child(ren)'s extracurricular school activities;
- the child(ren)'s cultural upbringing;
- the child(ren)'s spiritual upbringing;
- who the child(ren) will associate with;
- whether the child(ren) should work and, if so, the details of the work;
- consent to health-related treatment for the child(ren);
- give consent of a parent or guardian where required;
- receive and respond to any notice to a parent or guardian;
- deal with any legal proceedings relating to the child(ren);
- appoint a person to act on behalf of the guardian in an emergency situation or when the guardian is temporarily absent;
- receive any health, education and other information that may significantly affect the child(ren);
- other [Specify].

(2) CONTACT – FAMILY LAW ACT

(a) IN-PERSON CONTACT

(i) Agreement by Parties

[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have contact with the child(ren) at such times and such locations, and with such transportation arrangements, as are agreed between the parties.

- (ii) Specified Times
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have contact with the child(ren), beginning **[DATE]**, at the following times:
 - (a) **[SPECIFY DETAILS OF CONTACT WITH THE CHILD];**
 - (Opt.) (b) And such further reasonable contact with the child as can be arranged and agreed to between the parties.
- (iii) Supervised Contact
[APPLICANT'S NAME or RESPONDENT'S NAME] shall have supervised contact with the child(ren) from **[TIMES]**, commencing **[DATE]**. All of **[APPLICANT'S NAME or RESPONDENT'S NAME]** contact with the child(ren) shall be supervised by **[SUPERVISOR'S NAME]** or any adult person chosen by mutual agreement between the parties.
- (iv) No Contact
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have no contact with the child(ren) until further order of the Court.
- (v) No Overnight Contact
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall not be entitled to overnight contact with the child(ren).

(3) OTHER CLAUSES – PARENTING TIME/CONTACT – FAMILY LAW ACT

(a) EXCHANGE OF CHILDREN

- (i) Location
Exchanges of the child(ren) shall be at **[PLACE OF EXCHANGE]**.
- (ii) Transportation
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall be responsible for picking-up the child(ren) at the start of **[APPLICANT'S NAME OR RESPONDENT'S NAME]**'s time with the child(ren) and for returning the children to the care of **[APPLICANT'S NAME OR RESPONDENT'S NAME]** at the end of their time with the child(ren).
- (iii) Travel
[APPLICANT'S NAME OR RESPONDENT'S NAME] is permitted to bring the children with him or her to **[LOCATION]**;
- (iv) Return to Alberta or Other Jurisdiction
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall return the child(ren) to **[ALBERTA OR SPECIFY OTHER JURISDICTION]** by **[SPECIFY DATE AND TIME]**.

(b) CONDITIONS FOR EXERCISING TIME WITH CHILD(REN)

- (i) Conditions regarding Time with the Child(ren)
The following conditions are imposed on **[APPLICANT'S NAME AND/OR RESPONDENT'S NAME]**'s time with the child(ren):
[SPECIFY CONDITIONS*]

***Conditions may include:**

- (a) No consumption of alcohol or illegal drugs during, or for a reasonable time before, the scheduled time with the child(ren)
- (b) All time with the child(ren) shall be supervised by [SUPERVISOR'S NAME] or any adult person chosen by mutual agreement between the parties;
- (c) No cigarette smoking by the parties, or any other individual, in the child(ren)'s presence;
- (d) Provide medication(s) to the children, as prescribed;
- (e) Provide meals;
- (f) All of the child(ren)'s personal belongings provided by the other parent to facilitate **[APPLICANT'S NAME OR RESPONDENT'S NAME]'s** time with the child, shall be returned;
- (g) Ensure that the child(ren) attend their scheduled extracurricular activities;

(c) NOTICE PROVISIONS

- (i) Notice if Unable to Exercise Time with the Child(ren)
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall notify **[APPLICANT'S NAME OR RESPONDENT'S NAME]** at least 24 hours in advance if he/she intends to have **[parenting time OR contact]** with the child(ren), or if he/she is not able to exercise their time with the child(ren) as scheduled.
- (ii) Written Notification of Change of Residence
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall notify **[APPLICANT'S NAME OR RESPONDENT'S NAME]** in writing of an intended change of the place of residence of any of the children mentioned above, at least **[30 or other number]** days before the change and shall specify in the notice the date on which the change will be made and the new place of residence of the child(ren).
- (ii) Non-Removal of Child(ren) Without Written Consent or Order
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall not remove the child(ren) from the Province of Alberta without the prior written consent of **[APPLICANT'S NAME OR RESPONDENT'S NAME]** or further order of this Court.

(d) TELEPHONE CALLS

- (i) Agreement by Parties
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have telephone calls with the child(ren) at such times as agreed between the parties.
- (ii) Specified Times
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have telephone calls with the child(ren) at the following times:
 - (a) **[SPECIFY TIMES];**
 - (opt.) (b) And such further reasonable telephone calls as can be arranged and agreed to between the parties.

- (iii) No Telephone Time
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have no telephone time with the children until further order of the Court.

(e) HOLIDAY TIME WITH THE CHILD(REN)

- (i) Summer or Christmas Holidays
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have the following time with the child(ren) during their **[SUMMER OR CHRISTMAS]** holidays: **[SPECIFY DETAILS]**
- (ii) Advance Notice of Parenting Time/Contact – Summer Holidays
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall advise **[APPLICANT'S NAME OR RESPONDENT'S NAME]** by no later than **[DATE]** of each year when he/she intends to have time with the child(ren) over the summer holidays.

10.2 CUSTODY & ACCESS – DIVORCE ACT

(1) CUSTODY – DIVORCE ACT

(A) SOLE CUSTODY

- (i) Sole Custody - Standard
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have sole custody of the child(ren):
[CHILD 1], born **[Month] [Day], [Year]**;
[CHILD 2], born **[Month] [Day], [Year]**;
[CHILD 3], born **[Month] [Day], [Year]**;

(B) JOINT CUSTODY

- (i) Joint Custody
[APPLICANT'S NAME] and **[RESPONDENT'S NAME]** shall have joint custody of the child(ren), **[CHILD(REN) NAME(S)]**.
- (ii) Primary Residence - 1 Party
The primary residence of the child(ren) shall be with **[APPLICANT'S NAME OR RESPONDENT'S NAME]**.
- (iii) Shared Residence - 2 Parties
The residence of the child(ren) shall be shared between the parties as follows:
[SPECIFY SHARED RESIDENCE ARRANGEMENT]
- (iv) Specified and/or Conditional Residence - 1 Party
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have the following specified and/or conditional physical care and control of the child(ren):
[INSERT SPECIFICATIONS AND/OR CONDITIONS].

(C) INTERIM CUSTODY

- (i) Ordinary Residence to Continue
The ordinary residence of the child(ren) shall continue to be with **[APPLICANT'S NAME or RESPONDENT'S NAME]**;
- (ii) Interim Residence
The child(ren) will reside with **[APPLICANT'S NAME OR RESPONDENT'S NAME]** on a temporary basis, until further order of the Court;
- (iii) Interim Custody
[APPLICANT'S NAME OR RESPONDENT'S NAME] will have interim custody of the child(ren).

(D) SHARED CUSTODY (Section 9 Guidelines)

- (i) Shared Custody
[APPLICANT'S NAME] and **[RESPONDENT'S NAME]** shall have shared custody of the child(ren), as follows:
[SPECIFY SHARED CUSTODY ARRANGEMENTS]

(E) SPLIT CUSTODY (2 or more children)

- (i) *Joint /Split Custody*
The parties shall share joint custody of the children, with the primary residence of the following child(ren) to be with **[APPLICANT'S NAME]**:
[CHILD 1], born **[Month] [Day], [Year]**;
[CHILD 2], born **[Month] [Day], [Year]**;
and the primary residence of the following child(ren) to be with **[RESPONDENT'S NAME]**:
[CHILD 3], born **[Month] [Day], [Year]**;
[CHILD 4], born **[Month] [Day], [Year]**;
- (ii) *Sole/Split Custody*
[APPLICANT'S NAME], shall have sole custody of the following child(ren):
[CHILD 1], born **[Month] [Day], [Year]**;
[CHILD 2], born **[Month] [Day], [Year]**;
and **[RESPONDENT'S NAME]**, shall have sole custody of the following child(ren):
[CHILD 3], born **[Month] [Day], [Year]**;
[CHILD 4], born **[Month] [Day], [Year]**;

(F) OTHER CUSTODY CLAUSES

- (i) Written Notification of Change of Residence
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall notify in writing **[APPLICANT'S NAME OR RESPONDENT'S NAME]** of an intended change of the place of residence of any of the children mentioned above, at least **[30 or other number]** days before the change and shall specify in the notice the date on which the change will be made and the new place of residence of the child(ren).
- (ii) Non-Removal of Child(ren) Without Written Consent or Order
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall not remove the child(ren) from the Province of Alberta without the

prior written consent of **[APPLICANT'S NAME OR RESPONDENT'S NAME]** or further order of this Court.

(2) ACCESS – DIVORCE ACT

(a) IN-PERSON ACCESS

- (i) Agreement by Parties
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have access with the child(ren) at such times and such locations, and with such transportation arrangements, as are agreed between the parties.
- (ii) Specified Times
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have access to the child(ren), beginning **[DATE]**, at the following times:
 - (a) **[SPECIFY DETAILS OF ACCESS];**
 - (Opt.) (b) And such further reasonable access as can be arranged and agreed to between the parties.
- (iii) Exchange of Children
 - (i) Location
Exchanges of the child(ren) shall be at **[PLACE OF EXCHANGE]**.
 - (ii) Transportation
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall be responsible for picking-up the child(ren) at the start of the access period, and for returning the children to the care of **[APPLICANT'S NAME OR RESPONDENT'S NAME]** at the end of the access period.
 - (iii) Return to Alberta or Other Jurisdiction
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall return the child(ren) to **[ALBERTA OR SPECIFY OTHER JURISDICTION]** by **[SPECIFY DATE AND TIME]**.
- (iv) Supervised Access
The **[APPLICANT'S NAME or RESPONDENT'S NAME]** shall have supervised access visits with the child(ren) from **[TIMES]**, commencing **[DATE]**. All access visits shall be supervised by **[SUPERVISOR'S NAME]** or any adult person chosen by mutual agreement between the parties.
- (v) Conditional Access
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have access to the child(ren), on the following conditions:
[SPECIFY CONDITIONS*]
 - *Conditions may include:**
 - (a) No consumption of alcohol or illegal drugs during, or for a reasonable time before, the scheduled time with the child(ren)
 - (b) All time with the child(ren) shall be supervised by **[SUPERVISOR'S NAME]** or any adult person chosen by

- (c) mutual agreement between the parties;
- (d) No cigarette smoking by the parties, or any other individual, in the child(ren)'s presence;
- (e) Provide medication(s) to the children, as prescribed;
- (f) Provide meals;
- (g) All of the child(ren)'s personal belongings provided by the other parent to facilitate **[APPLICANT'S NAME OR RESPONDENT'S NAME]**'s time with the child, shall be returned;
- (g) Ensure that the child(ren) attend their scheduled extracurricular activities;

- (vi) Travel
[APPLICANT'S NAME OR RESPONDENT'S NAME] is permitted to bring the children with him or her to **[LOCATION]**;
- (vii) Notice if Unable to Exercise Access
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall notify **[APPLICANT'S NAME OR RESPONDENT'S NAME]** at least 24 hours in advance if he/she intends to exercise access, or if he/she is not able to exercise access as scheduled.
- (viii) No Access
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have no access to the child(ren) until further order of the Court.
- (ix) No Overnight Access
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall not be entitled to overnight access with the children.

(b) TELEPHONE ACCESS

- (i) Agreement by Parties
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have telephone access with the child(ren) at such times as agreed between the parties.
- (ii) Specified Times
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have telephone access with the child(ren) at the following times:
 - (a) **[SPECIFY TIMES]**;
 - (opt.) (b) And such further reasonable telephone access as can be arranged and agreed to between the parties.
- (iii) No Telephone Access
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have no telephone access to the children until further order of the Court.

(c) HOLIDAY ACCESS

- (i) Summer or Christmas
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have the following **[SUMMER OR CHRISTMAS]** access to the child(ren):
[SPECIFY DETAILS]

- (ii) Advance Notice of Access Dates
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall advise **[APPLICANT'S NAME OR RESPONDENT'S NAME]** by no later than **[DATE]** of each year when he/she intends to exercise summer access to the child(ren).

11. ENFORCEMENT OF TIME WITH THE CHILD(REN)

11.1 Compensatory Time

The Respondent, **[RESPONDENT'S NAME]**, shall give the Applicant, **[APPLICANT'S NAME]**, compensatory time with the child(ren) in the following manner: **[SPECIFY DATES AND TIMES]**.

11.2 Reimbursement for Expenses

The Respondent, **[RESPONDENT'S NAME]**, shall reimburse the Applicant, **[APPLICANT'S NAME]** in the amount of **[\$ AMOUNT]** for the following necessary expenses: **[SPECIFY NECESSARY EXPENSES]**.

11.3 Bonds

To secure (his/her) compliance with the terms of this Order, **[APPLICANT'S NAME OR RESPONDENT'S NAME]** shall **[immediately or by particular date]**:

- (1) Bond - Specific \$ Amount
Give security in the form of a bond in the sum of **[SPECIFY \$ AMOUNT]**.
- (2) Personal Bond with Sureties and With or Without Cash Deposit
Give security in the form of a personal bond in the sum of **[SPECIFY \$ AMOUNT]** with **[SPECIFY NAME(S) OF SURETY/SURETIES]** as **[SURETY OR SURETIES]** **[WITH OR WITHOUT A CASH DEPOSIT OF \$ AMOUNT]**.
- (3) Personal Bond Without Sureties
Give security in the form of a personal bond, without sureties, in the sum of **[SPECIFY \$ AMOUNT]** **[WITH OR WITHOUT A CASH DEPOSIT]** **[OF SPECIFY \$ AMOUNT]**.

11.4 Contempt - Penalties

- (1) Fine
The Respondent, **[RESPONDENT'S NAME]** shall pay a penalty in the amount of **[\$ AMOUNT - NOT TO EXCEED \$100 FOR EACH DAY ACCESS HAS BEEN DENIED TO A MAXIMUM OF \$5000]**, to be paid as follows: **[SPECIFY TIME OF PAYMENT AND TERMS]**.
- (2) Jail in Default of Payment
In default of payment the Respondent, **[RESPONDENT'S NAME]** shall be held at any correctional institution in the Province of Alberta for **[SPECIFY # OF DAYS - MAXIMUM 90 DAYS]**.
On the Respondent being in default of payment, then in such event, any enforcement officer in the Province of Alberta shall forthwith take the Respondent into custody and safely convey and deliver him/her to the keeper of any correctional institution in the Province of Alberta, and this Order shall be sufficient authority for the aforesaid keeper to receive the Respondent into custody and safely keep him/her for the aforesaid period of imprisonment.

- (3) Jail
The Respondent, **[RESPONDENT'S NAME]**, shall be held at any correctional institution in the Province of Alberta, for a period of **[SPECIFY # OF DAYS - MAXIMUM 90 DAYS]** to be served as follows: **[Continuously commencing on [DATE] OR Intermittently on [DATES/TIMES].**
Any enforcement officer in the Province of Alberta shall forthwith take the Respondent into custody and safely convey and deliver him/her to the keeper of any correctional institution in the Province of Alberta, and this Order shall be sufficient authority for the aforesaid keeper to receive the Respondent into custody and safely keep him/her for the aforesaid period of imprisonment.

11.5 Other Provisions

- (1) **POLICE ENFORCEMENT - GENERAL**
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) **Enforcement Officer Assistance**
An enforcement officer in the Province of Alberta shall assist the Applicant, **[APPLICANT'S NAME]**, in obtaining time with the child(ren) in accordance with s. 44 of *the Family Law Act*.

12. **MEDIATION, ASSESSMENTS and EDUCATIONAL SEMINARS**

12.1 **MEDIATION**

- (1) **Attend Mediation**
The parties shall attend mediation in regards to the issue(s) of: **[LIST ISSUES]**
- (2) **Mediator Appointed**
A Mediator shall be appointed by the parties in accordance with s. 97 of the *Family Law Act*.
- (3) **Attempt Mediation Prior to Court Application to Vary**
If the parties cannot agree about how decisions are to be made for the child(ren), or if either parent wants to change this Order, the parents shall make a good faith effort to work out the issues through an alternative dispute resolution process, such as mediation, before returning to court.

12.2 **PARENTAL CONFLICT INTERVENTION**

Pursuant to Family Law Practice Note No. 7 **[NAMES OF PARTIES – OPTIONS: APPLICANT/RESPONDENT (AND) CHILD]** shall attend before a chartered psychologist for the purpose of Court-directed parental conflict intervention.

12.3 ASSESSMENT

Pursuant to Family Law Practice Note No. 7, **[NAME OF INDEPENDENT EXPERT]** shall be appointed to conduct an investigation and make recommendations concerning the best interests of the child(ren). The Court requests the following type of assessment:

(Options:)

- (a) a bilateral custody assessment;
- (b) an investigation of the living conditions in each of the parties' homes;
- (c) an assessment limited to particular issues:
[LIST ISSUES]
- (d) a recommendation with respect to a particular issue:
[LIST PARTICULAR ISSUE]
- (e) a parenting assessment

12.4 COSTS

- (a) **Cost to be shared equally:**
The Applicant and Respondent shall be equally responsible for the reasonable costs arising from the assessment or parental conflict intervention, provided however that the right of either of the parties to claim those costs as "costs in the cause" is reserved.
- (b) **Cost to be paid by one party:**
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall be responsible for the reasonable costs arising from the assessment or parental conflict intervention, provided however that the right of **[APPLICANT'S NAME OR RESPONDENT'S NAME]** to claim those costs as "costs in the cause" is reserved.
- (c) **Cost to be paid according to proportionate share (%) of income:**
The Applicant and Respondent shall share responsibility for the reasonable costs arising from the assessment or parental conflict intervention, according to their proportionate share (%) of income, as defined by the *Child Support Guidelines* provided however, that the right of either of the parties to claim those costs as "costs in the cause" is reserved.
- (d) **Subsidy**
Either party may apply for a financial subsidy concerning the cost of an Open Assessment or Parental Conflict Intervention, through the Custody Mediation Program, subject to any restrictions or requirements of this Program.

12.5 COURT ORDERED COUNSEL FOR CHILD

Provided the Legal Aid Society of Alberta advises the child(ren) that no legal aid assistance is available, the Court hereby refers the child(ren) to the Attorney General for appointment of counsel to represent the child(ren), **[NAME OF CHILD/CHILDREN]**.

12.6 ATTENDANCE AT EDUCATIONAL SEMINAR

[APPLICANT'S NAME AND/OR RESPONDENT'S NAME AND/OR CHILD(REN)'S NAME] shall attend such educational seminar, parenting course, counselling or other similar type of session as follows: **[SPECIFY EDUCATIONAL SEMINAR]**.

13. **CHILD SUPPORT**

13.1 **STANDARD PAYMENT**

- (a) **Standard Monthly Payment**
[PAYOR'S NAME] shall pay to [RECIPIENT'S NAME] the sum of [\$ AMOUNT] per month payable on the [PAYMENT DATE MONTHLY] day of each month, beginning [DATE], for the support of the following child(ren),:
[SUPPORT CHILD 1], born [Month] [Day], [Year];
[SUPPORT CHILD 2], born [Month] [Day], [Year];
[SUPPORT CHILD 3], born [Month] [Day], [Year];
- (b) **SPLIT CUSTODY**
The APPLICANT and the RESPONDENT each having custody or primary care and control of one or more child(ren), [PAYOR'S NAME] shall pay support to [RECIPIENT'S NAME] in the sum of [\$ AMOUNT] per month on the [PAYMENT DATE MONTHLY] day of each month beginning [DATE]
- (c) **TRANSFER OF RESIDENCE**
Should the child(ren)'s residence be transferred from the residence of [RECIPIENT'S NAME] to that of [PAYOR'S NAME], [RECIPIENT'S NAME] shall pay support to [PAYOR'S NAME] in the sum of [\$ AMOUNT] per month for the support of the child(ren).
- (d) **SHARED CUSTODY/PARENTING**
The APPLICANT and the RESPONDENT, sharing custody or parenting of one or more child(ren), [PAYOR'S NAME] shall pay support to [RECIPIENT'S NAME] in the sum of [\$ AMOUNT] per month on the [PAYMENT DATE MONTHLY] day of each month beginning [DATE].

13.2 **SPECIAL EXPENSES**

- (a) **Standard**
[PAYOR'S NAME] shall pay to [RECIPIENT'S NAME] the sum of [\$ AMOUNT] per month for additional expenses for the child(ren), payable on the [PAYMENT DATE MONTHLY] day of each month, beginning [DATE], allocated as follows:

<u>Child's Name</u>	<u>Nature of Add-On</u>	<u>Monthly Amount or Proportionate %</u>
_____	_____	_____
_____	_____	_____

- (b) **No Special Expenses**
There shall be no payment by [PAYOR'S NAME] for additional expenses for the said child(ren) pursuant to section 7 of the *Child Support Guidelines*.
- (c) **Proportionate Share of Future Special Expenses**
[PAYOR'S NAME] shall pay to [RECIPIENT'S NAME] his/her proportionate ([SPECIFY %]) share of the following special expenses for the child(ren) which may arise from time to time:
[SPECIFY SPECIAL/EXTRAORDINARY EXPENSES]

13.3 UNDUE HARDSHIP

- (a) Monthly Payment
[PAYOR'S NAME] shall pay to **[RECIPIENT'S NAME]** for the support of the children of the marriage or the relationship the sum of **[\$AMOUNT]** per month, payable on the **[PAYMENT DATE]** of each month beginning **[COMMENCEMENT DATE]**;
- (b) Review Date (Optional)
The issue of child support shall be adjourned until **[DATE]** it having been determined that the cause of the undue hardship should be eliminated by that date. In the event that the matter is not revisited on or prior to this date, the monthly payment of child support shall **[CONTINUE or BE DISCONTINUED]**.
- (c) End Of Hardship - Change to Guideline Amount (Optional)
It is further ordered that beginning **[DATE]**, **[PAYOR'S NAME]** shall pay the amounts prescribed by the *Child Support Guidelines*, namely **[\$ AMOUNT]** per month.

13.4 CHILD OVER AGE 18

- (a) Payment to Recipient or Child and Conditions for Termination
[PAYOR'S NAME] shall pay to **[RECIPIENT'S NAME OR NAME OF CHILD OVER AGE OF MAJORITY]** support for **[NAME OF CHILD OVER 18]**, a child over age 18, in the amount of **[\$AMOUNT]** per month beginning on **[DATE]** and continuing on the **[PAYMENT DATE MONTHLY]** day of each month thereafter until the earlier of a further Order of the Court, or the occurrence of any of the following events:
- [SPECIFY EVENT(S) FOR TERMINATION OF PAYMENT]**
[OPTIONS]:
- (i) The child turns age 22 [or other # OF YEARS];
 - (ii) The child ceases to attend an educational institution on a **[FULL-TIME BASIS or PART-TIME BASIS]**;
 - (iii) The child obtains one post-secondary degree or diploma or certificate;
 - (iv) The child ceases to reside with **[RECIPIENT'S NAME]**;
- (b) Reinstatement of Payments
After ceasing to be eligible for support, child support payments for **[NAME OF CHILD OVER AGE 18]** may be reinstated under the following conditions:
- [SPECIFY CONDITIONS FOR REINSTATEMENT]**
[OPTIONS]:
- (i) The child attends an educational institution on a **[FULL-TIME BASIS or PART-TIME BASIS]**; and/or
 - (ii) The child resides with and is financially dependent upon **[RECIPIENT'S NAME]**.
 - (iii) Other.

13.5 TWICE MONTHLY PAYMENT PERMITTED

[PAYOR'S NAME] shall be entitled to pay the child support amounts set out in this Order to **[RECIPIENT'S NAME]** in equal instalments on the **[FIRST MONTHLY PAYMENT DATE]** and the **[SECOND MONTHLY PAYMENT DATE]** days of each month, beginning **[DATE]**.

13.6 STEP-DOWN PROVISION

Should any child(ren) cease to be eligible for support under the terms of the above provisions, or cease to be in the care and control of the Recipient, then the monthly support payable by **[PAYOR'S NAME]** shall be decreased as follows:

- (a) If one child is no longer eligible for child support, then the base child support payment will be reduced to **[\$ AMOUNT – 1 Step Down] per month**. Any additional expenses for that child will no longer be payable from that date forward.
- (b) If two children are no longer eligible for child support, then the base child support payment will be reduced to **[\$ AMOUNT – 1 Step Down] per month**. Any additional expenses for that child will no longer be payable from that date forward.
- (c) If three children are no longer eligible for child support, then the base child support payment will be reduced to **[\$ AMOUNT – 1 Step Down] per month**. Any additional expenses for that child will no longer be payable from that date forward.

13.7 RETROACTIVE CHILD SUPPORT OWING

[PAYOR'S NAME] shall pay to **[RECIPIENT'S NAME]** the sum of **[\$TOTAL RETRO AMOUNT]**, for child support amounts accumulated during the period from **[START DATE]** to **[END DATE, OR the date of this Order]**, in addition to the ongoing child support obligation, payable as follows:

OPTIONS:

- (a) **[\$Monthly Amount]** to be paid on the **[Payment Day]** of each month commencing **[COMMENCE DATE]**, until paid in full.
- (b) A single payment of **[\$Total Amount]** to be paid on or before **[Payment Date]**.

13.8 HEALTH BENEFITS/COVERAGE

- (a) Acquire and Continue Health Benefits/Coverage
[APPLICANT'S NAME or RESPONDENT'S NAME] shall continue, or acquire and continue, medical, dental and drug plan coverage for the child(ren), and shall reimburse **[APPLICANT'S NAME or RESPONDENT'S NAME]** for receipts provided by him or her for submission to the insurer for expenses covered by the insurer in such sum as is reimbursed by the insurer, without delay
- (b) Continue Health Benefits/Coverage
[APPLICANT'S NAME or RESPONDENT'S NAME] shall continue the existing medical, dental and drug plan coverage for the child(ren), or shall provide medical and dental insurance coverage for the child(ren) named above.

13.9 TERMINATION OF CHILD SUPPORT

- (a) Child Support Terminated
The obligation of **[PAYOR'S NAME]** to pay support for **[CHILD(REN)'S NAME(S)]** is terminated effective **[DATE]**.

13.10 PAYMENT WHEN CHANGE OF CARE AND CONTROL – FAMILY LAW ACT

- (a) Change of Care and Control
[PAYOR'S NAME] must pay the amounts owing under this Order to the person who has care and control of the child(ren). If someone other than [RECIPIENT'S NAME] assumes care and control of the child/ren, the amounts owing under this Order must be paid to that person even though that person is not a party to this Order. If there is more than one child, and if the children are not each in the care and control of the same person, then each child will receive an equal share of the total amount, payable to the person who has care and control of that child.

13.11 PAYMENT TO DIRECTOR – EXPENSES

[PAYOR'S NAME] must pay the Director under Part 5 of the *Income and Employment Supports Act* [\$Total Amount] for expenses paid by the Director for the purpose of obtaining a finding of parentage, payable in full and final settlement of all claims and demands that may be made against [PAYOR'S NAME] for payment of those expenses, as follows:

OPTIONS:

- (a) [\$Monthly Amount] to be paid on the [Payment Day] of [Start Month, Year] and continuing on the [Payment Day] of each following month, until [\$Total Amount] is paid in full.
- (b) A single payment of [\$Total Amount] to be paid on or before [Payment Date.]

14. SPOUSAL SUPPORT [ADULT INTERDEPENDENT PARTNER SUPPORT]

14.1 PAYMENT

- (a) Monthly payment
[PAYOR'S NAME] shall pay to [RECIPIENT'S NAME] the sum of [\$AMOUNT] per month for the support of [RECIPIENT'S NAME], payable on the [PAYMENT DATE MONTHLY] day of each month beginning [DATE] until [SPOUSAL END DATE OR UNTIL FURTHER ORDER OF THE COURT].
- (b) Lump Sum
[PAYOR'S NAME] shall pay to [RECIPIENT'S NAME] spousal support [or Adult Interdependent Partner support] in the lump sum of [SPECIFY TOTAL LUMP SUM \$ AMOUNT] on or before [DATE].

14.2 TERMINATION

- (a) Termination - Conditional
Spousal support [or Adult Interdependent Partner support] shall terminate upon the happening of any of the earlier/earliest of any of the following events:
[LIST EVENTS].
The Director of the Maintenance Enforcement Program may rely upon an Affidavit from [PARTY'S NAME] stating that any of these conditions has been met in dealing with enforcement questions.
- (b) Termination - Date
Spousal support [or Adult Interdependent Partner support] shall terminate on [DATE].
- (c) Application Dismissed
Neither the Applicant, nor the Respondent [RESPONDENT'S NAME], shall now,

or in the future, pay any spousal support [or Adult Interdependent Partner support] to the other.

14.3 RETROACTIVE SPOUSAL/PARTNER SUPPORT OWING

[PAYOR'S NAME] shall pay to [RECIPIENT'S NAME] the sum of [\$TOTAL RETRO AMOUNT], for [SPOUSAL / ADULT INTERDEPENDENT PARTNER] support amounts accumulated during the period from [START DATE] to [END DATE, OR the date of this Order], in addition to the ongoing [SPOUSAL / ADULT INTERDEPENDENT PARTNER] support obligation, payable as follows:

OPTIONS:

- (a) [\$Monthly Amount] to be paid on the [Payment Day] of each month commencing [COMMENCE DATE], until paid in full.
- (b) A single payment of [\$Total Amount] to be paid on or before [Payment Date].

15. FINANCIAL DISCLOSURE AND REPORTING

15.1 FAILURE TO PROVIDE DISCLOSURE AS PER NOTICE TO DISCLOSE

- (a) Provision of Financial Disclosure
The Respondent shall provide to the Applicant the documents required by the Notice to Disclose/Notice of Motion to the Applicant by [DATE].
- (b) Returnable if Failure to Disclose
Should the Respondent, [RESPONDENT'S NAME], fail to provide the said required documents by that date, this matter shall be returned to Family Law Chambers at 10:00 a.m. on [DATE], without further notice to the Respondent.
- (c) Contempt if failure to disclose
Should the Respondent fail to provide the required documents by the above date, this matter shall be returned to Family Law Chambers at 10:00 a.m. on [DATE], and the Respondent is to appear personally to show cause why he should not be cited in contempt.

15.2 PRODUCTION OF SPECIFIC DOCUMENTS

- 1. Financial Disclosure
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall provide to [APPLICANT'S NAME OR RESPONDENT'S NAME OR THIRD PARTY'S NAME], the following information by [DATE]:

**[SPECIFY CLAUSES BELOW]
INCOME TAX INFORMATION**

- (a) A copy of every personal income tax return filed for each of the 3 most recent taxation years.
- (b) A copy of every notice of assessment and reassessment issued for each of the 3 most recent taxation years, or a copy of the Canada Revenue Agency printout of the last 3 years' income tax returns.

EMPLOYEE INFORMATION

- (c) A copy of each of the 3 most recent statements of earnings indicating total earnings paid in the year to date, including overtime, or where such a statement is not provided by employer, a letter from employer setting out that information, including rate of annual salary or remuneration.
- (d) The most recent statement of income from employment insurance, social assistance, a pension, workers compensation, disability payments, dividends or any other source indicating the total amount of income from each applicable source during the current year, or if such a statement is not provided, a letter from the appropriate authority stating the required information.
- (e) A statement indicating the total amount of student funding received by the disclosing party during the current academic year, including loans, grants, bursaries, scholarships and living allowances.

SELF-EMPLOYED INFORMATION

- (f) Particulars or copies of every cheque issued to the disclosing party during the last 6 weeks from any business or corporation in which the disclosing party has an interest, or to which the disclosing party has rendered a service;
- (g) The financial statements of the disclosing party's business or professional practice for the 3 most recent taxation years; and
- (h) A statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to the disclosing party, or to persons or corporations with whom the disclosing party does not deal at arm's length, for the 3 most recent taxation years.

PARTNERSHIP INFORMATION

- (i) Confirmation of the disclosing party's income and draw from, and capital in, the partnership for its 3 most recent taxation years.

CONTROL OF A CORPORATION

- (j) The financial statements of any privately held corporation and its subsidiaries in which the disclosing party has an interest of 1% or more for its 3 most recent taxation years, and
- (k) A statement showing a breakdown of all salaries, wages, management fees or other payments or benefits paid to the disclosing party, or to persons or corporations with whom the corporation, and every related corporation, does not deal at arm's length for the corporation's 3 most recent taxation years.

BENEFICIARY UNDER A TRUST

- (l) A copy of the trust settlement agreement and copies of the trust's 3 most recent financial statements.

OTHER INFORMATION

- (m) Copies of all bank account statements and cancelled cheques solely or jointly in the disclosing party's name for the past 6 months.
- (n) Copies of credit card statements for all credit cards solely or jointly in the disclosing party's name for the last 3 months.

- (o) A detailed list of any special or extraordinary expenses claimed, as well as copies of receipts or other documentation providing the amount of those expenses, namely
- Child care costs
 - Health care and extended medical and dental insurance premiums attributable to the child
 - Uninsured health care and dental expenses
 - **Extraordinary** educational expenses
 - Post secondary educational expenses
 - **Extraordinary** extracurricular expenses
- (p) The disclosing party's monthly budget of expenses.
- (q) A sworn itemized list of the disclosing party's income, assets and liabilities.
- (r) Copies of the most recent statement for all R.R.S.P.'s, pensions, term deposit certificates, guaranteed investment certificates, stock accounts and other investments in the disclosing party's name or in which the disclosing party has an interest.
- (s) A list of any exemptions claimed (where the action involves the division of matrimonial property).

15.3 ONGOING FINANCIAL DISCLOSURE

- (a) Annual Provision of Tax Return – One Party
[APPLICANT'S NAME or RESPONDENT'S NAME] shall provide **[APPLICANT'S NAME or RESPONDENT'S NAME]** with a complete copy of his/her income tax return and any notices of assessment and reassessment received from the Canada Revenue Agency on an annual basis, on or before **[DATE]** of each year. In the event that an income tax return has not been filed for the previous year then **[APPLICANT'S NAME OR RESPONDENT'S NAME]** shall provide the other party with copies of his or her T4, T4As and all other relevant tax slips disclosing any and all sources of income, including self-employment income.
- (b) Annual Provision of Tax Return – Mutual (*Divorce Act*)
Each party shall provide the other with a complete copy of their income tax return and any notices of assessment and reassessment received from the Canada Revenue Agency on an annual basis, on or before June 30th of each year, as long as there are children of the marriage as defined by the *Divorce Act*. In the event that either party has not filed an income tax return for the previous year then that party shall provide the other party with copies of his or her T4, T4As and all other relevant tax slips disclosing any and all sources of income, including self-employment income.

15.4 CONFIDENTIALITY

- (a) Confidentiality of Financial Documents Filed in Court
Financial documents filed in Court in this matter are not available for inspection by any person other than the parties, except on Order of the Court.

16. ARREARS AND ENFORCEMENT OF SUPPORT

16.1 ARREARS

- (a) Arrears Set
Arrears of child support are set at **[\$ AMOUNT]** as of **[ARREARS SET DATE]**
- (b) Arrears Reduced and Set
Arrears of child support are reduced to **[\$ AMOUNT]** as of **[ARREARS REDUCED AND SET DATE]**.
- (c) Arrears Cancelled
All arrears of child support are cancelled as of **[ARREARS CANCELLED DATE]**.
- (d) Arrears Cancelled on Condition
All arrears of child support are cancelled as of **[ARREARS CANCELLED DATE]**, on condition that **[CONDITION(S)]**;
- (e) Reduction denied
There is no reduction in the arrears of child support.
- (f) Repayment Schedule
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall pay the arrears as follows:
The sum of **[\$ AMOUNT REPAYMENT]** is to be paid toward the arrears on the **[DATE]** day of each month **[for a total monthly payment of [\$AMOUNT TOTAL]]**.

16.2 STAY OF ENFORCEMENT

- (a) Stay of Ongoing Payment and Arrears
There will be a stay of enforcement of the **[CHOOSE: ongoing child support payments and/or arrears of child support]**, for a period of **[# OF DAYS]**. In accordance with s. 32 of the *Maintenance Enforcement Act* and for greater clarification, the stay of enforcement set out herein does not apply to payments from the federal government (including annual income tax refunds, employment insurance benefits, and Canada Pension Plan payments) to which **[PAYOR'S NAME]** is or becomes entitled, and the Maintenance Enforcement Program is entitled to maintain continuing attachment proceedings in place against payments from the federal government to **[PAYOR'S NAME]** until the arrears are paid in full.
-
- (b) Conditional
There will be a stay of enforcement of the **[CHOOSE: ongoing child support payments and/or arrears of child support]** for a period of **[NUMBER OF DAYS]**, subject to the following conditions:

[LIST CONDITIONS]
Possible Conditions:

- (i) If **[PAYOR'S NAME]** fails to make the full payment of **[\$AMOUNT TOTAL]** within **[# OF DAYS]** days of it falling due, the stay of enforcement is lifted.
- (ii) Full payment of ongoing child support and a contribution of **[\$ CONTRIBUTION TOWARDS ARREARS AMOUNT]** by the **[DATE]** of each month failing which the stay of enforcement is lifted.

In accordance with s. 32 of the *Maintenance Enforcement Act* and for greater clarification, the stay of enforcement set out herein does not apply to payments from the federal government (including annual income tax refunds, employment insurance benefits, and Canada Pension Plan payments) to which **[PAYOR'S NAME]** is or becomes entitled, and the Maintenance Enforcement Program is entitled to maintain continuing attachment proceedings in place against payments from the federal government to **[PAYOR'S NAME]** until the arrears are paid in full.

- (c) **Time Limited To Allow Application**
It is hereby ordered that there will be a stay of enforcement on **[CHOOSE: ongoing child support payments and/or arrears of child support]** for a period of **[# OF DAYS/MONTHS - NOT TO EXCEED 3 MONTHS]** for the purpose of:

OPTIONS:

- (i) allowing the Applicant to make further application to reduce arrears;
- (ii) allowing the Applicant to obtain financial disclosure from the creditor;
- (iii) determining whether the payor's circumstances change in the interim.
- (iv) Other

- (d) **Time Limited To Allow ISO/Confirmation Hearing**
It is hereby ordered that there will be a stay of enforcement on **[CHOOSE: ongoing child support payments and/or arrears of child support]** for a period of **[# OF DAYS/MONTHS]** for the purpose of allowing the Provisional Order [OR the Support Variation Application] to be heard by the court in the reciprocating jurisdiction where the Respondent resides.

- (e) **Vacate Stay**
If **[APPLICANT'S NAME OR RESPONDENT'S NAME]** fails to make payment of the ongoing child support and the child support arrears each month, the stay of enforcement shall be lifted.

17. EXCLUSIVE POSSESSION OF PROPERTY

17.1 MATRIMONIAL/PRIMARY HOME

- (a) **Exclusive Possession and Mortgage payment**
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have exclusive possession of the home located at **[ADDRESS OF HOME]**, and legally described as **[INSERT LEGAL LAND DESCRIPTION – DELETE IF NOT AVAILABLE]**. **[APPLICANT'S NAME AND/OR RESPONDENT'S NAME]** shall be responsible for payment of mortgage payments, taxes and utilities, or rent, for the said home while **[APPLICANT'S NAME OR RESPONDENT'S NAME]** resides there or until further order of the Court.

17.2 MOTOR VEHICLE

- (a) Exclusive Possession and Motor Vehicle payment
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall have exclusive possession of the **[YEAR, MAKE AND MODEL OF VEHICLE]**. **[APPLICANT'S NAME AND/OR RESPONDENT'S NAME]** shall be responsible for payments for this vehicle **[OPTIONS: (i) including registration payment and/or insurance payment]** while **[APPLICANT'S NAME OR RESPONDENT'S NAME]** has exclusive possession of this vehicle, or until further order of the Court.

17.3 EXCLUSIVE USE OF HOUSEHOLD GOODS

- (a) **[APPLICANT'S NAME OR RESPONDENT'S NAME]** shall have exclusive use and enjoyment of the household goods in and around the home located at **[ADDRESS OF HOME]**.

17.4 REGISTRATION AT LAND TITLES OFFICE

- (a) This Order may be registered at the Land Titles Office immediately, notwithstanding the requirements of Section 191(1) of the *Land Titles Act*.

18. SERVICE

18.1 GENERAL

- (a) Personal Service on Party
A copy of this Order **[AND/OR SPECIFY DOCUMENTS]** shall be served personally on **[SPECIFY PARTY NAME]** within **[SPECIFY # OF DAYS]** of the date of signing **[OR SPECIFY DIFFERENT INSTRUCTIONS BY THE COURT]**.
- (b) Ordinary mail
A copy of this Order **[AND/OR SPECIFY DOCUMENTS]** shall be served upon **[APPLICANT'S NAME OR RESPONDENT'S NAME]** by ordinary mail to **[SPECIFY PARTY NAME]** at the following address: **[SPECIFY ADDRESS FOR SERVICE]**.

18.2 DISPENSE WITH SERVICE

- (a) Service not required
Service upon **[APPLICANT'S NAME OR RESPONDENT'S NAME]** of the **[SPECIFY DOCUMENTS]** is not required.

18.3 SUBSTITUTIONAL SERVICE

- (a) Substitutional Service
A copy of **[LIST DOCUMENTS]** may be substitutionally served upon the **[APPLICANT OR RESPONDENT]** by **[METHOD OF SERVICE]**.

OPTIONS

- (i) Leaving with an Adult
Leaving this Order and **[SPECIFY DOCUMENTS]** with an adult at **[Address for Service]** or by posting on the main door of the residence at **[Address for Service]**.
- (ii) Leaving with a Named Person
Leaving this Order and **[SPECIFY DOCUMENTS]** with **[Named Person]** at **[Address for Service]** or by posting on the main door of the residence at **[Address for Service]**.

- (iii) Registered Mail
Sending this Order and **[SPECIFY DOCUMENTS]** by registered mail addressed to [Respondent Name or Other Name] at [Address for Service].
- (iv) Ordinary Mail
Sending this Order and **[SPECIFY DOCUMENTS]** by ordinary mail addressed to [Respondent Name or Other Name] at [Address for Service].
- (v) Newspaper
Advertising [Number of Times] in a newspaper [Newspaper Name if Any,] in [City, Province/Territory] regarding the application for [Type of Order].
- (vi) Other (Specify)

18.4 SERVICE EX JURIS

- (a) Service Ex Juris
[RESPONDENT NAME OR OTHER NAME] shall be personally served in **[CITY PROVINCE/TERRITORY]**, or elsewhere in **[PROVINCE/TERRITORY]** where **[RESPONDENT NAME OR OTHER NAME]** may be located, by leaving **[RESPONDENT NAME OR OTHER NAME]** a copy of this Order and **[SPECIFY DOCUMENTS]**.

19. COSTS

- 19.1 SPECIFIED AMOUNT**
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall pay costs of this application to **[APPLICANT'S NAME OR RESPONDENT'S NAME]** in the sum of **[\$ AMOUNT]** by **[DATE]**.
- 19.2 PARTY – PARTY (SCHEDULE C)**
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall pay to **[APPLICANT'S NAME OR RESPONDENT'S NAME]** costs of this application on a party-party basis by **[DATE]**.
- 19.3 SOLICITOR-CLIENT**
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall pay to **[APPLICANT'S NAME OR RESPONDENT'S NAME]** costs of this application on a solicitor-client basis by **[DATE]**.
- 19.4 SOLICITOR-AND-HIS-OWN-CLIENT**
[APPLICANT'S NAME OR RESPONDENT'S NAME] shall pay to **[APPLICANT'S NAME OR RESPONDENT'S NAME]** costs of this application on a solicitor-and-his-own-client basis by **[DATE]**.
- 19.5 EACH PARTY BEARS OWN COSTS**
Each party shall bear their own costs of this Application.
- 19.6 NO ORDER AS TO COSTS**
There shall be no order as to costs.
- 19.7 COSTS IN THE CAUSE**

Costs of this application shall be costs in the cause.

19.8 SECURITY FOR COSTS

[APPLICANT'S NAME OR RESPONDENT'S NAME] shall pay **[\$ AMOUNT]** by way of security for costs as follows:

[SPECIFY AS DIRECTED BY THE COURT].

19.9 COSTS ENFORCEABLE BY MEP

In the event that the costs awarded in this Order are not paid on or before **[DATE]**, costs shall be enforced by the Director of Maintenance Enforcement without further Order.

19.10 INTERIM COSTS

[APPLICANT'S NAME OR RESPONDENT'S NAME] shall pay interim costs for **[SPECIFY REASONS FOR COSTS]** in the sum of **[\$AMOUNT]** by **[DATE]**.

20. OTHER CLAUSES

20.1 AFFIDAVIT TO BE PROVIDED

The **[APPLICANT OR RESPONDENT]** will file **[SPECIFY DOCUMENT: an Affidavit, OR a Response]** if he or she wishes to present evidence to the Court. This **[Affidavit/Response]** will be served upon the other party, or their counsel, on or before **[DATE]**.

20.2 ADJOURNMENT – FAMILY LAW CHAMBERS

The hearing of this Application shall be adjourned from today's date until **[DATE]** at 10:00 a.m. in Family Law Chambers.

20.3 ADJOURNMENT – FAMILY LAW SPECIALS

The **[APPLICANT'S OR RESPONDENT'S]** application for **[TYPE OF APPLICATION]** is adjourned to Family Law Special Chambers on **[DATE]** at 2:00 p.m.

20.4 ADJOURNMENT SINE DIE

The Application of the **[APPLICANT OR RESPONDENT]** for **[APPLICATION TYPE]** is adjourned sine die.

20.5 APPLICATION DISMISSED

The application of the **[APPLICANT OR RESPONDENT]**, **[APPLICANT'S NAME OR RESPONDENT'S NAME]** is dismissed.

20.6 LEAVE TO RE-APPLY

[APPLICANT'S NAME OR RESPONDENT'S NAME] has leave to re-apply concerning application for **[LIST APPLICATION TYPE]**.

20.7 MAINTENANCE ENFORCEMENT

The amounts owing under this Order shall be paid to the creditor through the Director of Maintenance Enforcement at 7th Floor North, 10365 -97 Street, Edmonton, Alberta, T5J 3W7, unless the order is withdrawn from the office of the Director.

20.8 ORDER TO VARY/RESCIND ON 2 CLEAR DAYS NOTICE

Either party shall be at liberty to return this matter to this Court to seek an order varying or rescinding the terms of this within Order on two (2) clear days notice to the other party.

20.9 SEVER COROLLARY RELIEF

The divorce proceedings are hereby severed from the corollary relief proceedings, and

this matter may proceed by desk divorce.

20.10 TRANSFER OF COURT FILE

This file shall be transferred permanently from the Judicial District of **[CURRENT JUDICIAL DISTRICT]** to the Judicial District of **[NEW JUDICIAL DISTRICT]**.

20.11 PROVISIONAL

This is a Provisional Order and shall have no force or effect until confirmed by a Court of competent jurisdiction in the reciprocating state where the Respondent resides.

20.12 POLICE ENFORCEMENT - GENERAL

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.

20.13 POLICE ENFORCEMENT - BREACH

Upon the Applicant or Respondent being in breach of any of the terms of the within order, then in such event any Peace Officer, RCMP or any other Enforcement Officer shall forthwith arrest the Applicant or Respondent, detain him or her, and bring him or her, at the earliest possible time, before a Justice of the Court of Queen's Bench of Alberta to show cause why he or she should not be committed for civil contempt.

20.14 POLICE ENFORCEMENT – EPS ARREST

The Edmonton Police Services shall forthwith attend upon the residence of **[RESPONDENT'S NAME]** at **[RESPONDENT'S ADDRESS]** or elsewhere in the City of Edmonton, in the Province of Alberta as the Respondent may be located and shall forthwith arrest the Defendant and detain him in custody until he is brought before a Justice of the Court of Queen's Bench in Family Law Chambers at the Law Courts Building, Edmonton, Alberta to purge his contempt.

20.15 LEAVE TO APPLY FOR CASE MANAGEMENT

Either party has leave to apply for Case Management of this action.

20.16 RESTRAINING - GENERAL

[RESPONDENT'S NAME] is restrained from harassing, molesting, telephoning or otherwise interfering with or contacting **[APPLICANT'S NAME]**, either directly or indirectly, and either personally or by agent, within **[DISTANCE]** of the Applicant's home or place of employment or elsewhere in the Province of Alberta.

20.17 MUTUAL RESTRAINT – EXCEPT IN CASE OF EMERGENCY RE: CHILDREN

[APPLICANT'S NAME] and **[RESPONDENT'S NAME]** are not to attend at each other's residence or place of employment and are not to telephone each other except in an emergency situation involving the children.

20.18 RESTRAINT - EXCEPTION

Notwithstanding the restraint provisions mentioned in this Order, the Respondent may have contact with the Applicant for the purposes of **[PURPOSES]**.

20.19 RESTRAINING ORDER OR PROTECTION ORDER EXTENDED

The **[RESTRAINING ORDER OR EMERGENCY PROTECTION ORDER OR QUEEN'S BENCH PROTECTION ORDER]**, is extended until **[DATE]**.

20.20 EXAMINATIONS

[EXAMINATIONS FOR DISCOVERY OR EXAMINATIONS ON AFFIDAVIT] shall be completed by **[DATE]**.

20.21 RULE 323.1

Pursuant to Rule 323.1(3)(e) of the Alberta *Rules of Court*, the approval of the form of this Order by the Respondent shall not be required.