



ONTARIO

Superior Court of Justice
(Name of court)

Court File Number
Type court file number

at 7755 Hurontario Street, Suite 100
Brampton, ON L6W 4T6
Court office address

Form 25: Order (general)
 Temporary
 Final

Applicant(s)

Full legal name & address for service – street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Type legal name
Type address for service
Type municipality
Type postal code name
Type telephone number
Type fax number
Type e-mail address

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Type lawyer's name
Type lawyer's law firm
Type address for service
Type municipality
Type postal code name
Type telephone number
Type fax number
Type e-mail address

The Honourable
Justice
Type judge's name
Judge (print/type name)

Respondent(s)

Full legal name & address for service – street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Type date
Date of order

Type legal name
Type address for service
Type municipality
Type postal code name
Type telephone number
Type fax number
Type e-mail address

Lawyer's name & address - street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Type lawyer's name
Type lawyer's law firm
Type address for service
Type municipality
Type postal code name
Type telephone number
Type fax number
Type e-mail address

The court heard an application/motion made by

Type name of person(s)

The following persons were in court

Type names of parties and lawyers in court

The court received evidence and heard submissions on behalf of

Type name of person(s)

THIS COURT ORDERS THAT:

DISCLOSURE

1. Each party shall, by Type date , produce the following documents:
 - a. The party's personal and corporate Income Tax Returns, with all schedules and attachments, for the past three years;
 - b. All Notices of Assessment and Re-Assessment the party has received from Canada Revenue for the past three years;
 - c. All monthly statements for the past three years for all bank accounts (including savings, chequing, investment, and R.R.S.P. accounts), and all credit cards, operated by the party, alone or with others, personally or through any business in which the party had a 50% of greater interest, in Canada or elsewhere, at any time during that period;
 - d. All applications for credit, including credit card, lines of credit, mortgage, or personal or business loans, made at any time for any credit facility that was made available to the party at any time during the past three years.
 - e. Reporting letters for all purchases, mortgages, or dispositions of real estate, in Ontario or elsewhere, at any time during the past three years.
 - f. The financial statements for the past three years for any business, incorporated or otherwise, which the party operated at any time during the past three years.
 - g. All documentation supporting the value of the assets and the amount of liabilities listed in the party's Financial Statement and Net Family Property Statement on the date of marriage and the date of separation (and, if the parties differ as to the date of separation, on the date of separation relied on by each party)
2. If any document required to be produced is not produced, the party shall, by the date referred to above, produce an affidavit, sworn by the party, setting out the following:

- a. Whether the document ever existed, and whether it was ever in the party's possession;
 - b. If the document once was, but no longer is, in the party's possession, when and under what circumstances it ceased to be in the party's possession;
 - c. In whose possession the document is believed to be, including the full contact information of the person and agency;
 - d. The efforts made to obtain the document, including requests in writing, which the party has made and the responses received;
 - e. The reasons the document was not produced
3. A party who produces an affidavit as required above shall additionally, within seven days of receipt, sign and return a Direction to the requesting party, authorizing and directing the person or agency believed to be in possession of the document to produce it, at the expense of the party who was required to produce it, directly to the party to whom it was to have been produced, or the party's solicitor.

HEALTH (ACCESS TO RECORDS CONCERNING CHILDREN)

1. Type name shall have the right to information regarding the child[ren]'s school progress, as well as to the release of information pursuant to the Personal Health Information Protection Act, 2004 ("PHIPA") regarding the health and general well-being of the child[ren]. Type name shall within 10 days of this Order provide a list of the child(ren)'s teachers, principal, doctors, dentists, counsellors, and coaches and shall, within ten days of receipt, sign a Consent and Direction to be prepared by Type name 's lawyer and provided to Type him or her for signing, consenting to the disclosure of such Personal Health Information, pursuant to the PHIPA, and authorizing Type name to contact the child(ren)'s teachers, school officials, doctors, dentists, counsellors and coaches, and authorizing them to provide information and documents directly to Type name 's lawyer.

CAS RECORDS (PRODUCTION OF RECORDS BY NON-PARTY)

2. The Children's Aid Society for the Region of Peel shall produce all documents in its possession, control or power as of the date of this order, relating to child protection involvement in relation to the children named above, and, in particular, copies of all statements recorded in writing, to the Applicant and to the Respondent, except for any documents or portions thereof that are the proper subject of a claim for privilege or that identify non-professional third parties or are prohibited by law from being disclosed pursuant to the Child And Family Services Act or any other legislation. Should copies of any such documents be provided to the Applicant or to the Respondent, they shall use them only for legitimate purposes connected with this litigation and shall destroy them once the litigation is at an end. The Applicant and the Respondent shall pay any normal and reasonable costs incurred by the Children's Aid Society for the production and mailing of the records.

POLICE RECORDS (PRODUCTION OF RECORDS BY NON-PARTY)

3. The Peel Regional Police shall produce to the Applicant and to the Respondent all occurrence reports and other records in their possession, control or power in connection with domestic incidents involving the parties or their children, named above, subject to the following conditions and limitations:
 - a. The records produced and copies shall only be used by the parties directly involved in this litigation for the full and fair disposition of the issues;
 - b. The parties directly involved in the litigation shall not disclose the records produced and copied or any information therefrom, to any person who does not have a direct interest in the present proceeding.

- c. Any records to be produced are those which may be in the possession and control of the Peel Regional Police and nothing in the Order requires the Peel Regional Police to search or obtain documents from any other agency or person;
- d. No records containing young person information that could identify the young person will be produced unless the record can be severed in such a way as to protect the identity of the young person, or unless a youth court order is obtained in compliance with the Youth Criminal Justice Act that authorizes the unedited release of such a record;
- e. Information that would compromise law enforcement interests, including but not limited to confidential law enforcement material, informant information, codes and any document over which privilege is claimed will be redacted.
- f. The records will include any names, addresses and contact telephone numbers provided for all involved non-parties, but will not include their detailed personal health records or personal identifiers (including social insurance numbers, employment information, dates of birth, next of kin, driver's license information) unless such is directly ordered by the court.
- g. The Peel Regional Police shall produce to the Applicant's counsel and to the Respondent the requested documents within twelve (12) weeks of receipt of this Order.
- h. The Applicant's counsel and the Respondent shall pay any normal and reasonable costs incurred by the Peel Regional Police for the production and mailing of the records.
- i. There shall be no costs against the Peel Regional Police or any of its named members.

OFFICE OF THE CHILDREN'S LAWYER

- 4. A request shall be made to the Office of the Children's Lawyer for their involvement,

- a. To cause an investigation to be made pursuant to s. 112 of the Courts of Justice Act and to report and make recommendations to the court on all matters concerning custody of or access to the following child(ren) and the said child(ren)'s support and education:
 - i. (Type data): Type data
 - ii. (Type data): Type data
- b. To act as the legal representative of the said minors pursuant to s. 89 of the Courts of Justice Act.

This request is made primarily for the following reasons:

- i. Type data ;
- ii. Type data

DRUG/ALCOHOL TESTING

5. Type name shall forthwith attend at an organization in the Drug and Alcohol Registry of Treatment (DART) database and shall provide a Direction, in a form that Type name 's lawyer shall provide within Type number of days to Type him or her to the said organization, authorizing and directing it to provide information and documents concerning the assessment and its outcome directly to Type name 's lawyer, and Type name shall forthwith provide a copy of the signed Direction to the said lawyer.
6. Unless the Support Order and Support Deduction Order are withdrawn from the Office of the Director of the Family Responsibility Office, the Support Order shall be enforced by the Director, and amounts owing under the Support Order shall be paid to the Director, who shall pay them to the party to whom they are owed.

CUSTODY

7. The Type Applicant/Respondent shall have sole custody of the Child[ren], who shall be primarily in Type his or her care. Type name shall be responsible for day to day decisions

and everyday day to day expenses arising from the child[ren]'s residence with Type him or her .

8. The parties shall confer with each other on all plans and arrangements relating to access and custody of Type name of child and, generally, on all important matters relating to Type name of child 's health, residence, welfare, education, recreational activities, religious training and upbringing, including but not limited to the following:
 - a. Non-emergency health care for Type name of child ;
 - b. Choice of Type name of child 's school, or any change thereto;
 - c. Choice of Type name of child 's religious worship and instruction, or any change thereafter.
9. In the event the parties cannot agree on the matters set out in the paragraph above, the Type Applicant/Respondent shall have final decision-making authority subject to the Type Applicant/Respondent right to seek relief from the appropriate family court.
10. The Type Applicant/Respondent is not to change the child[ren]'s residence to one further than 40 km. from Type his or her current address in If Type she or he intends to move, Type she or he shall give the Respondent [Applicant] 60 days prior written notice of Type his or her intention and details of the proposed move and address. The Type Applicant/Respondent shall also provide the Type Applicant/Respondent with the new telephone number within 24 hours. The above-noted restriction on moving the child[ren]'s permanent residence is not intended to limit the parents' ability to take the child[ren] out of the jurisdiction for the purpose of travel on a reasonable vacation with the child[ren].

INTERIM JOINT CUSTODY/SHARED PARENTING

11. The parties shall have interim joint custody of the child(ren) on a without prejudice basis, per shared parenting.

12. On a temporary/interim basis, shared parenting shall be as set out in the proposed scheduled attached. (See Parenting Schedule sample below.)

PARENTING SCHEDULE TO ENDORSEMENT/ORDER DATED _____

	WEEK 1							WEEK 2									
	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT		HOURS	% OF TOTAL
12:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F	TOTAL	336.00	100.00%
1:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F	Total Father	168.00	50.00%
2:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F	Total Mother	168.00	50.00%
3:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
4:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
5:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
6:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
7:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
8:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
9:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
10:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
11:00 AM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
12:00 PM	F	F	M	M	F	F	M	M	M	F	F	M	M	F			
1:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
2:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
3:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
4:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
5:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
6:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
7:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
8:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
9:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
10:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			
11:00 PM	F	M	M	F	F	M	M	M	F	F	M	M	F	F			

	HOURS AWAKE	% OF TOTAL
TOTAL	182.00	100.00%
Total Father	91.00	50.00%
Total Mother	91.00	50.00%

*CHILDREN ARE ASSUMED TO BE UP AT 7:00 AM AND IN BED BY 8:00 PM

POLICE ENFORCEMENT OF ACCESS

13. All police forces in the Province of Ontario and Canada shall, pursuant to s. 36 of the Children’s Law Reform Act,

- a. Enforce the provisions of this order
- b. Locate and apprehend the child(ren) and deliver them him/her/them into the care of the person whom this order authorize to have responsibility for them at the time;
- c. Enter and search any place, at any time of day or night, where the said police have reasonable grounds to believe the children may be, with such assistance and such force as are reasonable in the circumstances.

REGULAR ACCESS

14. Type name shall have access to the (Child(ren)) of the Marriage in accordance with the following schedule:

- a. On alternate weekends, commencing (date), from Friday at Type time to Sunday at Type time , except if the following day is a Statutory Holiday, in which case access shall continue until Monday at (time).
- b. Every week, commencing Type date , from Tuesday at Type time to Wednesday at Type time .
- c. The parent who is assuming care of the Child(ren) in accordance with this schedule shall be responsible for picking up the children, which pick-up shall take place at Type place .
- d. The parent whose care of the Child(ren) is ending shall be responsible for ensuring that the Child(ren) are at the pick-up location at the appointed time. If the parent who is to pick up the children has not arrived within fifteen minutes of the appointed time, the parent whose care of the Child(ren) is ending may leave, in which case the parent who was to assume care of the children shall forfeit care of the children until the date when that parent was to assume care of the children in accordance with this schedule.
- e. If the parent with whom the Child(ren) is/are primarily resident fails to ensure that the Child(ren) is/are available for pick-up at the appointed date and time, that parent shall make-up the missed access on the next day, if a week-day was missed, or on the next week-end, if a week-end was missed.

REGULAR ACCESS (Supervised)

15. Type name shall have supervised access to the (Child(ren)) of the Marriage in accordance with the following schedule:

- a. Every week on a minimum of two days per week, for a minimum of two hours per visit, at a Supervised Access Centre nearest to that parent's residence provided it is in Central West Region (failing which it shall be in the Region where the parent with whom the

Child(ren) are primarily resident resides), at times to be specified by the parent who is to exercise access.

- b. The parent with whom the Child(ren) is/are primarily resident shall be responsible for ensuring that the Child(ren) are at the pick-up location at the appointed time. If the parent who is to pick up the children has not arrived within fifteen minutes of the appointed time, the parent whose care of the Child(ren) is ending may leave, in which case the parent who was to exercise access to the Child(ren) shall forfeit access until the next access date in accordance with this schedule.
- c. If the parent with whom the Child(ren) is/are primarily resident fails to ensure that the Child(ren) is/are available for pick-up at the appointed date and time, that parent shall make up the access within one week of the missed access.

SUPERVISED ACCESS

1. The Applicant Mr. Doe shall exercise access to the above-named children a minimum of two days each week, for two hours each visit, commencing September 15, 2014, or so soon thereafter as the Centre can provide supervision services, at the Supervised Access Centre at Hwy 407 & Mavis in Brampton.
2. The Applicant, Mr. Doe, shall deliver a copy of this Order to the Supervised Access Centre at the above-mentioned location within 14 days of the date of this order.
3. Each of the parties shall obtain from the Supervised Access Centre its intake form, complete it, forward it to the Supervised Access Centre, and attend an intake interview, within 14 days of the date of this order.
4. Both parties take any steps directed by the Supervised Access Centre to facilitate access by the Mr. Doe to the children.
5. In the event that the Supervised Access Centre determines that it will likely be unable to provide supervised access services to the family within one month from the date of this

order, it shall notify the Court in writing forthwith, by mailing a letter to each parent, and to the Judge who made the Order directing supervised access, c/o the Trial Office, Superior Court of Justice, 7755 Hurontario Street, Brampton, L6W 4T6, with reference to the date of the Order, the names of the parties, and the court file number, and shall refer the family, in writing, to the nearest Supervised Access Centre.

6. If the parties receive a referral referred to in para. 5, above, they shall, within 14 days, obtain from the Supervised Access Centre to which they have been referred its intake form, complete and return the form to that Centre, and attend an intake interview.
7. Upon the request of either party, the Supervised Access Centre shall provide a letter setting out the status of the application for its services, including the date when application was made, the date the completed intake form was received from each parent, the date each parent attended the intake interview, and the average wait time for the commencement of access.
8. Upon the request of either party, the Supervised Access Centre shall provide to that party its notes of the supervised access sessions, or any of them, at that party's expense, subject of a claim for privilege or that identify non-professional third parties or are prohibited by law from being disclosed pursuant to the Child And Family Services Act or any other legislation. Should copies of any such documents be provided to the Applicant or to the Respondent, they shall use them only for legitimate purposes connected with this litigation and shall destroy them once the litigation is at an end. The Applicant and the Respondent shall pay any normal and reasonable costs incurred by the Supervised Access Centre for the production and mailing of the records.
9. The matter shall return for Settlement Conference on a date after December 15, 2014, to be arranged by counsel with the Trial Office.

SPECIAL ACCESS (HOLIDAY ACCESS)

10. The parties shall observe the following special access days, during which the regular access schedule set out elsewhere in this Order shall be temporarily suspended:
- a. Father's Day - If the child(ren) is/are not otherwise with the father on this weekend, they shall reside with him on Father's Day, from Sunday at 9:30 a.m. until their return to school on Monday.
 - b. Mother's Day - If the child(ren) is/are not otherwise with the mother on this weekend, (he/she/they) shall reside with her on Mother's Day from 9:30 a.m. until (his/her/their) return to school on Monday.
 - c. Valentine's Day – the child(ren) shall spend Valentine's Day with the parent with whom he/she/they normally spend(s) that day of the week based on the terms of this order dealing with regular (non-vacation) access.
 - d. March break – Beginning in 2014, and in even-numbered years thereafter, from the close of school to the resumption of school, the child(ren) shall spend with the mother. Beginning in 2015, and in odd-numbered years thereafter, from the close of school to the resumption of school, the child(ren) shall spend with the father.
 - e. Easter –
 - i. In even-numbered years beginning in 2014, the child(ren) shall reside with the father from the Thursday prior to the Easter weekend at 6:30 p.m. to Saturday at 10:00 a.m. and with mother from Saturday at 10:00 a.m. to the resumption of school.
 - ii. In odd-numbered years beginning in 2015, the child(ren) shall reside with the mother from the Thursday prior to the Easter weekend at 6:30 p.m. to Saturday at 10:00 a.m. and with the father from Saturday at 10:00 a.m. to the resumption of school.
 - f. Summer Vacation – Each of the father and the mother shall have an uninterrupted vacation time of two weeks' duration with the child(ren), during which the other

parent's mid-week access shall be suspended, resuming upon the end of the two week vacation period. The parent having first choice of the vacation period shall advise the other parent by May 15th of the chosen vacation weeks with the child(ren). The other parent shall advise the first by May 31st of the chosen weeks. The father shall have first choice in odd-numbered years, beginning in 2013, and the mother shall have first choice in even-numbered years, beginning in 2014.

- g. Canada Day – The child(ren) shall spend Canada day with the parent with whom he normally spends that day of the week based on the above-mentioned provisions of this order, unless the day falls on the vacation access of a parent, in which case he/she/they shall spend Canada day with the parent with whom he/she/they are scheduled to spend vacation at that time based on the provisions of this order.
- h. Thanksgiving weekend – In odd-numbered years, beginning in 2013, the child(ren) shall spend this holiday with the mother and in even-numbered years, beginning in 2014, he shall spend it with the father.
- i. Christmas – Beginning in 2013, and in odd-numbered years thereafter, the child(ren) shall reside with the father from the beginning of the school holiday until December 25th at 12:00 noon and with the mother from December 25th at 12:00 noon until the December 29th at noon and from the father from December 29th at noon until the resumption of school. Beginning in 2014, and in even-numbered years thereafter, the schedule shall be reversed, and the child(ren) shall reside with the mother from the beginning of the school holiday until December 25th at 12:00 noon, etc.
- j. Parties' birthdays – The child(ren) shall spend at least two hours with each parent on his parents' respective birthdays. The scheduling of this birthday time will be left to the discretion and availability of the parties.

11. When the child(ren) are in the care of one of his/her/their parents, and that parent is unable to care for him/her/them directly, it shall be the responsibility of that parent to make arrangements for the child(ren)'s care. That parent may ask the other parent to

assume care, but shall be under no obligation to do so before engaging other family members, unpaid volunteers, or commercial care-givers to care for the child(ren).

12. Either parent shall be entitled to travel with the child(ren) outside of Canada during periods when he/she/they is/are in that parent's care, provided that parent shall provide an itinerary, with flight numbers and the places of lodging and telephone numbers where he/she and the child(ren) may be contacted during any absence from Canada at least 30 days in advance. When one parent proposes to travel, the other shall provide the necessary travel consents to facilitate this.
13. The Type name shall hold the child(ren)'s birth certificate, Social Insurance card, and travel documents but shall release them to the other parent when he/she requires them for travel in accordance with this Order. He/she shall also release these documents, upon the other parent's request, for periods not to exceed 72 hours.
14. The child(ren)'s OHIP card shall travel with him/her/them when the child(ren)'s residence changes from the home of one parent to that of the other.
15. Each of the parties shall have the right to communicate with the child(ren) at any reasonable time by telephone and e-mail, and each parent shall keep the other informed of the child(ren)'s e-mail address and telephone number, as well as his/her/their residential address, whenever any one of these change.
16. Neither party shall arrange extra-curricular activities for the child(ren), or attendance at special events, such as the birthday party of a class-mate, at a time when the child(ren) is/are to be in the care of the other parent pursuant to this Order. Each party shall be responsible for transporting the child(ren) to and from activities that fall on days when the child(ren) is/are in that parent's care. When special opportunities for the child(ren) arise, such as a school trip or athletic tournament scheduled by a third party service provider, or when unusual problems for the parties occur in relation to access, neither party will unreasonably insist on strict adherence to the foregoing arrangements. Instead, each party shall co-operate in making reasonable alternative arrangements so that the interests of the

child(ren) prevail, and each party shall give his/her/their own needs and convenience only secondary importance.

17. Both the father and the mother shall have the right to information regarding the child(ren)'s school progress, as well as to the release of information pursuant to the *Personal Health Information Protection Act, 2004 ("PHIPA")* regarding the child(ren)'s health and general well-being. Each of the parties may prepare a direction and a consent to Disclose Personal Health Information, pursuant to the *PHIPA*, authorizing him/herself to contact teachers, school officials, doctors and dentists and authorizing them to provide information directly to that party. The other party shall sign and return this authorization within ten days of receipt.
18. Beginning on the child(ren)'s tenth birthday, each of the parents shall have the right to communicate with the child(ren) and the child(ren) shall have the right to communicate with either parent in private by e-mail or Skype at any reasonable time when they are residing with the other parent, and each parent shall, by the child(ren)'s tenth birthday, equip the room which the child(ren) occupy/ies when residing with them with a computer and internet access for this purpose. Each parent shall ensure that the other is kept informed of the child(ren)'s e-mail address and telephone number whenever they change.
19. This Order shall be enforced by the Peel Regional Police and any other police service with jurisdiction in the area where the child(ren) is/are believed to be.
20. There shall be no change in the child(ren)'s school without the advance written consent of both parents or order of the court.
21. Each of the parents shall, within 10 days of the date of this Order, provide the other with a valid email address where the parent can receive communications and it shall be the responsibility of that parent to check his/her e-mail on a daily basis.

SUPERVISED EXCHANGE

SUPPORT (CHILD SUPPORT)

22. Type name of payor shall, by June 1st of each year, beginning in Type year , produce to Type name of recipient his/her tax return for the previous year's income, as filed, with all schedules and attachments, and, forthwith upon his receipt of it from the Canada Revenue Agency, his Notice of Assessment of income tax for the previous year. In addition, the amount of child support shall be adjusted annually on January 1st, beginning in Type year , based on Type name of payor 's Line 150 income as it appears in his/her Notice of Assessment from the CRA for the preceding year, and the Federal Child Support Guidelines.
23. Type name of payor shall, on a temporary and without prejudice basis, pay Type percentage of the special and extraordinary expenses associated with (the child)'s care, which expenses consist, at the present time of the following:
- a. Type name of expense
 - b. Type name of expense
 - c. Type name of expense
24. This obligation shall be subject to Type name of recipient providing receipts for his/her payments of these expenses within 30 days of the date of this Order, failing which Type name of payor may apply to this Court to terminate or revise the amount of this obligation to contribute.

RESP

1. Within 10 days of the signing of this order, the parent with whom the children are primarily resident shall establish a bank account for each child and an RESP at an institution that permits both parents to be listed and both parents shall be listed on the RESP as co-trustees. The parent establishing the accounts and the RESP shall within 10 days after the accounts are opened notify the other parent, through their respective lawyers, of the particulars of the account so that he/she can provide his/her information and signature.

2. The children's bank accounts and the RESP are not the property of either parent. They are trust funds for the children. Monetary gifts for the children shall be deposited to the bank accounts in the names of the children, one for each child. At the end of the year, the money shall be transferred from the accounts for the children to the RESP to collect the government grant. The funds in the children's bank accounts and the RESP is a trust fund for the children, and an asset of the children, and shall be used to pay the tuition for the children. On entry into post-secondary education, each child will be asked to contribute \$2,000 per year from earnings each year towards his or her post-secondary education, as well as scholarships, bursaries, and grants received. No funds can be withdrawn or paid out of the children's bank accounts or withdrawn or paid out of the RESP without the written consent of both parents not to be unreasonably withheld when required for the education of the children. The funds must be paid to the school and not to either party.
3. The parents shall contribute to the balance of the children's post-secondary expenses in proportion to their respective incomes, and neither parents shall pay his or her share from the children's bank accounts or the RESP.

SALE OF HOME

1. The parties shall, within two weeks, that is, by Type date , agree upon and retain a real estate agent to sell the property municipally known as Type property name . ("the property").
2. If the parties are unable to agree, by that date, on a listing agent, they may after that date each sign a non-exclusive listing agreement with a realtor of their choice and, in that event, shall forthwith fax to the other party's solicitor a copy of the listing agreement they have signed.
3. The parties shall also, by the same date, agree upon and retain Hendren Appraisals Inc., or such other certified property valuator as the parties may agree upon in writing by that date, to provide an up-to-date valuation of the property, which shall include the value of any improvements which either party claims to have made at his/her sole expense, which shall

be itemized in the valuation, and the fair market rental value of the property from Type date of separation (the date of separation) to the present. The cost of the valuation shall be paid initially by Type name . The other party shall remit ½ the cost to the party initially paying it within seven days of receiving the valuator's quote or invoice. This cost shall be reimbursed to each party from the proceeds of sale and is to be paid on a without prejudice basis and subject to re-apportionment in an eventual costs order.

4. The house shall be listed for sale by no later than one month hence, that is, by Type date . The parties shall, before that date, agree, in consultation with the real estate agent or agents, on an initial listing price.
5. In the event of disagreement as to the selection of real estate agent (or valuator) or as to the listing price, or as to any matter in relation to the sale of the house, either may seek directions from this court, which may be by motion on short notice, in the form of a letter from counsel, with appropriate attachments, for hearing by me by telephone conference, between 9 and 10 a.m. on a date when I am sitting, to be arranged in advance with my judicial secretary.
6. In consultation with the real estate agent or agents, the parties shall take reasonable steps to ready the house for sale. These steps shall be completed within 45 days hence, that is, by Type date . The cost of these steps shall be paid by Type name , being the party best able to pay at this time, who shall be reimbursed for them from the proceeds of sale of the house, up to the amount of \$3,000.00, unless the parties agree in advance and in writing to a greater amount. The payment of these costs shall be without prejudice to the rights of the parties at trial to claim a re-apportionment of responsibility for them, together with or separate from claims for occupation rent or set off of expenses relating to the house from the date of separation to the date of trial.
7. The parties shall take all reasonable steps to facilitate and complete the process of selling the house. If either party fails to comply with this paragraph, the other party may apply to this court to dispense with the non-cooperating party's participation in the process of

selling the house, which application may be in accordance with paragraph 5 of this Schedule.

8. In the event that either party enters into an agreement to purchase the house, that party will be responsible for all of the costs of the sale, including the real estate commission and assumption of any liens.
9. The net proceeds of sale of the property after payment of taxes, real estate commission, legal fees of the sale and standard adjustments, and after reimbursement of the costs referred to in paragraphs 3 and 6, shall be held in trust in an interest-bearing trust account by the parties' real estate solicitor pending written agreement of the parties or further court orders.

DIVISION OF HOUSEHOLD CONTENTS

1. Within fifteen days following the making of this Order, that is, by Type date , each party shall deliver to the other a list of the household contents in their possession. The list shall be divided into three sections.
 - a. The first section shall list the following:
 - i. The items that were owned exclusively by the party preparing the list on the day before the parties' marriage;
 - ii. The items that were gifted exclusively to the party preparing the list or inherited by that party during the course of the marriage;
 - b. The second section shall list the items that were gifted to a child of the marriage or inherited by a child of the marriage, or acquired by a child of the marriage, or once or still used exclusively by a child of the marriage, which the party feels belongs to or should be retained for the use of that child until the child ceases to be a child of the marriage.

- c. The third section shall list items acquired by the both parties during the marriage, by purchase by either of them, or by gift to both of them, and that were used by both parties, or by the children, as family items during the course of the marriage.

A photograph of each item shall accompany the list, initialed by the party listing it, and labeled by reference to the number corresponding to the item on the list.

2. If there is a dispute between the parties as to the section in which the other party has listed any item, the party disputing its inclusion shall notify the other in writing, within seven days of receiving the other's list, of the reasons why the inclusion of that item in that section is disputed, and provide any documents or other evidence the party relies on in support of his/her claim. The party who prepared the list which includes that item shall, within five days of receiving the other party's notification of his/her dispute, provide the reasons, in writing, why the item was included in the section, together with any documents or other evidence the party relies on in support of his/her claim.
3. Within thirty days from the date of this Order, that is, by Type date , the solicitors shall convene a meeting with the parties. At the meeting, the parties shall take the following steps:
 - a. The parties shall seek to resolve which items that either party placed in one of the sections, whose inclusion in that section the other party disputes, should be moved to another section. If the dispute cannot be resolved, the parties shall remove that item from the lists and later submit the dispute concerning the disputed items either to arbitration or, if either party wishes, to the court, for determination of the dispute.
 - b. The parties shall, on an alternating basis, choose one item from the items remaining in the third section of the parties' lists (that is, in the section containing items of family property that neither party claims as his/her exclusive property), identifying it by reference to the list and item number corresponding to it. The party choosing first shall be determined by a flip of a coin. Any differential in value shall be considered by the parties in the selection process.

- c. After dealing with all items in the third section of both parties' lists, the parties shall decide whether the items in that section of the lists have been divided to their mutual satisfaction. If either party feels that the items chosen by the other party, collectively, have a significantly greater value than the items they have chosen for themselves, the parties shall seek to reach agreement on a re-distribution of items between them. Any agreement made as a result of the selection process shall not be binding unless signed by both parties and their lawyers.
 - d. If the parties are unable, by this means, to arrive at a mutually agreeable division of family contents, the items in this section, from both lists, shall be auctioned within thirty days following the meeting or, if the matrimonial home is listed for sale and the contents are required for showing the house, they shall be auctioned within thirty days following the signing of an agreement of purchase and sale and before the closing, by an auctioneer to be agreed upon by the parties and their counsel. The net proceeds of sale, if any, shall be divided equally between the parties. If there is a shortfall on the sale, the shortfall shall be borne equally by the parties.
4. The items in the second section, that is, the items that were gifted to, or inherited or acquired by a child of the marriage, that once was or still is used exclusively or almost exclusively by that child, which the parties agree belongs to or should be retained for the use of that child, shall remain in the home of the party with whom that child is primarily resident for the child's use until the child cease to be Child of the Marriage within the meaning of the *Family Law Act*.
5. If any family photographs or video or digital images are in the possession of one party and are desired by the other, the party in possession of them shall, within seven days of being notified of the other party's request, obtain an estimate of the cost of professionally reproducing them for the party requesting them and shall, if requested, have them professionally reproduced at his/her own expense (that is, at the expense of the party in possession of them). One half of the estimated cost of reproduction shall be remitted by the party who has requested the copies, in advance, within seven days after being given the estimate of the cost. The party in possession of the photos or films shall have them

reproduced within fifteen days after receiving payment of half the cost from the party requesting them.

6. If there are any disputes arising from the disposition of the household contents, either party may apply to the court for directions, by motion on short notice, which may be in the form of a letter from counsel, with appropriate attachments, for hearing by me by teleconference between 9 and 10 a.m. on a date when I am sitting, to be arranged in advance with my judicial secretary.

SEVERANCE OF DIVORCE

7. The claim for divorce is severed from the claims for corollary relief pursuant to Family Law Rules 12(6) and may proceed on an uncontested basis on affidavit evidence.
8. Each party has leave to conduct questioning and bring motions, including motions to vary any of the provisions of this Order. In the event of such motions, the moving party shall not be required to establish a material change in circumstances and the terms of this Order shall not be deemed to create any presumption which must be rebutted.
9. This matter shall return for a settlement Type case/settlement/trial management/combined conference on Type date at Type time . For a combined settlement conference/trial management conference, each party must delivery in advance of the conference, in accordance with the *Family Law Rules*, separate settlement conference brief and trial management conference brief.

MEDICAL COVERAGE

10. The Applicant Type name and date of birth _shall henceforth, until the parties are divorced, submit:
 - a. all claims for reimbursement of medical/dental/extended health/drug expenses for herself and the Children of the Marriage: Type names and dates of birth covered under the dependent coverage of the Respondent Type name and date of birth 's group medical/dental/extended health/drug insurance benefits;

- b. the original receipts for such expenses, and
- c. a copy of this Order directly to the said group benefits insurer,
Type name: e.g. Sun Life Financial on behalf of herself and the said children.

11. The Applicant shall submit each such claim, with all information required by the Group Benefits Insurer (such as the full names and dates of birth of the Applicant and the children under her care, their full address, and the name and date of birth of the Group Plan Member and his employer.
12. For the purpose of facilitating such claims, the said Group Benefits Insurer shall provide claim forms to the Applicant, together with necessary information as to the dependent claimant coverage available under the Respondent's Group Benefits Plan.
13. The said Group Benefits Insurer Type name: e.g. Sun Life Financial shall reimburse such of the expenses of the Applicant and the children as are covered under the dependent claimant coverage of the Respondent Type name 's coverage directly to the Applicant Type name .
14. The Group Benefits Insurer shall not disclose the address of the Applicant to the Respondent without an order of this Court authorizing the release of such information.
15. The Applicant shall retain a copy of all such claims submitted on behalf of herself or the children, together with copies of the receipts submitted in support of the claims, in her possession, power or control until this proceeding has ended, in the event that it may be ordered disclosed in this proceeding.

TRIAL SCHEDULING

1. The Settlement Conference has been held.
2. The proceeding shall be tried at the blitz sittings of the court beginning Type date .
3. The parties shall conform to the following timetable of steps to be taken before the trial:

- a. The parties shall attend a Trial Management Conference on Type date .
 - b. Any motion for answers to questions asked in a previous examination shall be brought for hearing at least 6 months before the beginning of the trial sittings.
 - c. The parties shall deliver original expert reports by 90 days before the beginning of the trial sittings, responding expert reports 60 days before the beginning of the trial sittings, and Reply expert reports 30 days before the beginning of the trial sittings.
 - d. The parties shall deliver up-dated financial statements and net family property statements 90 days before the beginning of the trial sittings.
 - e. The Applicant shall deliver his/her Trial Record, Document Book, Case Book, and, if he/she wishes, a factum, 75 days before the beginning of the trial sittings.
 - f. The Respondent shall deliver his/her Supplementary Trial Record, if any, Document Book, Case Book, and, if he/she wishes, a factum, 69 days before the beginning of the Trial Sittings.
 - g. The parties shall deliver a writing copy of their Opening Statement, and a draft Order requested, 7 days before the beginning of the trial sittings.
4. The Document Book shall contain all documents to be relied on at trial, in admissible form, and shall include an affidavit for every witness to be called at trial, with the exception of a party or an expert whose report has been served. If an affidavit cannot be obtained, the Document Book shall include an affidavit of explanation from the party's lawyer, and a detailed Will-Say Statement setting out the substance of the witness' anticipated evidence.
 5. The parties shall file their Opening Statement and draft Order requested both in writing and in electronic form in WORD format, on a memory stick.
 6. An affidavit filed by a party shall serve as the witness' examination in chief, subject to the party's right to conduct further examination in chief at trial, and the right of the opposing party to cross-examine. In any event, the party filing an affidavit shall produce the witness at trial for cross-examination.

7. A party shall require leave of the trial judge to call witnesses not listed in the Trial Scheduling Endorsement Form or whose affidavit is not contained in the Document Book or to tender a document not contained in the Document Book.
8. The parties shall be prepared to file, at the conclusion of the trial, a Costs Outline which shall include their counsel's year of call to the Bar, partial indemnity hourly rate as per the Costs Bulletin of 2005, adjusted for inflation, their dockets or a summary of the time spent, a calculation of the costs claimed both on a partial and a full indemnity scale, and the party's position on each of the factors listed in Rule 24(11) of the Family Law Rules.
9. The costs of the Settlement Conference shall be paid in the cause.

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Date of signature

Signature of judge or clerk of the court