



CUSTOM TEMPLATE FORM

contact@divorcecentral.ca



Instructions

Please fill in the following information. Please ensure that all of the requested information is complete so that your custom template form can be processed without delay. Once your form is complete you can submit it to us by either clicking the Submit button at the end of the document, emailing the document to us, or sending the document to us via regular mail. We prefer the Submit button as this will speed up the process and you will get your template(s) faster. If you wish to send us your form via email please submit it by printing the it, scanning it, and then sending the scanned copy to: **contact@divorcecentral.ca**. Once your document is received it will be processed in 24 to 48 hours and shortly thereafter you will receive your template via email to the email address provided. If you have any questions then please contact us at the following email address: **contact@divorcecentral.ca**. We will respond to your questions as soon as possible.

STEP 1 - PERSONAL INFORMATION

Name	<input type="text"/>		
Address	<input type="text"/>		
City	<input type="text"/>	Province	<input type="text"/>
Postal Code	<input type="text"/>		
Country	<input type="text"/>		

STEP 2 - CONTACT INFORMATION

Phone Number (Home)	<input type="text"/>
Phone Number (Cell)	<input type="text"/>
Phone Number (Work)	<input type="text"/>

May we contact you at one of the above phone numbers? Yes No

Please choose the preferred phone number that we may use to contact you Home Cell Work

Please choose the following contacts where a message can be left Home Cell Work

Email Address	<input type="text"/>
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STEP 3 - PAYMENT INFORMATION

Please indicate payment type below.

Payment can be made at www.divorcecentral.ca/payments.html

The Custom Separation Agreement Template Package is \$199.00 plus HST. The total price including HST is \$224.87.*

The Custom Parenting Plan Template Package is \$129.00 plus HST. The total price including HST is \$145.77.*

The Custom Separation Agreement and Parenting Plan Template Package together are \$249.00 plus HST. The total price including HST is \$281.37.*

Additional Options (Inclusive of HST):

Please check those applicable to your purchase

- Email Delivery = Free of Charge
- Regular Mail = \$5.65 (\$5.00 + \$0.65)
- Courier Service Within Canada = \$22.60 (\$20.00 + \$2.60)
- Courier Service Within United States = \$28.25 (\$25.00 + \$3.25)
- Courier Service International = Please Contact Us For Further Information

Please indicate which of the following you would like to order: Separation Agreement Package

Parenting Plan Package

Combined Package

Please indicate your method of payment: VISA OR MASTERCARD PAYMENT VIA PAYPAL**

EMAIL MONEY TRANSFER***

*By sending this form to us you agree to the terms and use of our website and agree to pay the associated fee inclusive of HST plus any additional options that you may have chosen from above. If you would like to pay via Paypal please send your payment to: contact@divorcecentral.ca. ***If you wish to send an email money transfer please send it to contact@divorcecentral.ca and one of our representatives will contact you upon receipt to retrieve the password if not provided to us.

STEP 4 - SIGN

Please type or print your full name in the box provided. By inserting your name you agree that all of the information provided is true and accurate to the best of your knowledge and that you accept our terms of use and service found on our website at <http://www.divorcecentral.ca/termsfuse.html>. You agree further that by sending us your completed document you accept the charges as per Step 3 of this form.

STEP 5 - SUBMIT

Please submit your completed form to us. You have the option to:

1. Print, scan, and email the document to us at: contact@divorcecentral.ca.



TERMS OF USE

By using the services of Divorce Central Professional Divorce Service (hereinafter referred to as "Divorce Central") it is understood and acknowledged by you (the customer(s) and/or client(s)) that absolutely no legal advice is being provided and/or received by Divorce Central or its owners and operators with respect to your rights, responsibilities, obligations, or legal interests. You acknowledge further that you are not and shall not be represented by Divorce Central or its owners and operators and that your court documents prepared by Divorce Central will be signed by you and only you and that if your claim is contested you shall represent yourself or you shall retain a lawyer. You agree and acknowledge that you are not under the impression that Divorce Central or its owners or operators is or will be your lawyer to represent you.

It is understood and agreed that Divorce Central is a business that specializes in preparing and typing any paperwork and/or documents for the purpose of simple and uncontested or joint divorces in Ontario, Canada and that Divorce Central provides personal service options and custom separation agreement and parenting plan templates. You agree and acknowledge that these services are all that you shall receive and that you have not received or obtained legal advice from Divorce Central or its owners or operators in respect to any of the aforesaid services.

You agree and acknowledge further that you understand a simple divorce or uncontested divorce consists of a divorce only and that you do not expect and you have not been promised any further services from Divorce Central and that you are not asking the court to grant any orders with respect to any other claim including but not limited to: spousal support, the division of property, equalization of net family property, issues pertaining to the matrimonial home, or orders with respect to child custody, access and support. You understand and acknowledge that by filing an uncontested divorce you may be giving up other significant legal rights that you may have including property division, spousal support, child support, child custody and access, and equalization or other. You acknowledge and understand that there are limitation periods with respect to the said rights and that you have reviewed them, including specifically Section 7, by clicking on the following link:

(http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90f03_e.htm).

You agree and acknowledge that you should obtain legal advice prior to filing your documents with the court for your divorce and that this is highly recommended by Divorce Central. You agree that this should be done prior to purchasing any services from Divorce Central as you acknowledge that such advice will not be provided by Divorce Central or its owners and operators.

You acknowledge that that government has created publications that provide knowledgeable information as to divorce and separation in Ontario and that they are free and to your disposal. You agree that you have reviewed the website providing such information at: <http://www.attorneygeneral.jus.gov.on.ca/english/family/divorce/>.

You acknowledge further that your divorce application may not be accepted by the court for whatever reason and that Divorce Central does not provide a statement, warranty, representation, guarantee, or otherwise that your documents will be accepted by the court. Provided that this is the case, and that Divorce Central can help you further, you shall return the documents to Divorce Central to be amended as required.

Users, customers, clients, and purchasers agree to assume all risks associated with any information used by Divorce Central and its owners or operators including with the transfer of information via online sources and that Divorce Central does not warrant security for same. Users, customers, clients, and purchasers agree further that Divorce Central and its owners or operators shall not be liable for any damages, consequential, inconsequential, or otherwise, that may result from the use of this service, or the interception of, the loss of, the theft of, or other of information used by Divorce Central. You acknowledge and agree that Divorce Central and its owners or operators shall not be responsible in any manner for direct, indirect, special, or consequential damages caused in any way as the result of the use of any of its services.

You acknowledge and agree that you have reviewed Divorce Central's fee schedule and that you agree to the service fees listed.

Separation Agreement & Parenting Plan Templates

If you are purchasing a separation agreement template or parenting plan template from Divorce Central the following must be read and agreed to prior to completing your purchase.

You acknowledge, understand, and agree that due to the significant legal consequences that can result in relation to your rights, responsibilities and/or obligations when consummating a separation agreement or parenting plan, all parties involved including both spouses are strongly urged to seek independent advice, including, but not limited to, legal, financial, and tax advice, prior to executing either the separation agreement or parenting plan. You acknowledge, understand, and agree that your separation agreement or parenting plan should be taken to separate lawyers for independent legal advice.



TERMS OF USE (CONTINUED)

You acknowledge, understand, and agree that terms, clauses, or provisions pertaining to child custody, child access, and/or support (both spousal support and child support) are not 'final' or 'non variable' in Ontario and that either party can apply to the court subsequent to consummating the separation agreement or parenting plan to change or vary any such terms, clauses, or provisions. You acknowledge and agree further that domestic contracts can be set aside by the court as per Section 56 of the Family Law Act as according to the following:

Contracts subject to best interests of child

56. (1) In the determination of a matter respecting the education, moral training or custody of or access to a child, the court may disregard any provision of a domestic contract pertaining to the matter where, in the opinion of the court, to do so is in the best interests of the child.

Contracts subject to child support guidelines

56. (1.1) In the determination of a matter respecting the support of a child, the court may disregard any provision of a domestic contract... pertaining to the matter where the provision is unreasonable having regard to the child support guidelines, as well as to any other provision relating to support of the child in the contract....

Setting aside domestic contract

56. (4) A court may, on application, set aside a domestic contract or a provision in it,

- (a) if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made;
- (b) if a party did not understand the nature or consequences of the domestic contract; or
- (c) otherwise in accordance with the law of contract.

Barriers to remarriage

(5) The court may, on application, set aside all or part of a separation agreement or settlement, if the court is satisfied that the removal by one spouse of barriers that would prevent the other spouse's remarriage within that spouse's faith was a consideration in the making of the agreement or settlement.

Application of subss. (4, 5, 6)

(7) Subsections (4), (5) and (6) apply despite any agreement to the contrary.

You acknowledge and understand further that in some jurisdictions outside of Ontario independent legal advice is required to make a domestic contract legally binding. In Ontario, whether a court will overturn or disregard a properly executed domestic contract because one or both of the parties did not have independent legal advice is decided on a case-by-case basis. In some cases, the lack of independent legal advice for one of the parties, although not a statutory requirement, may be sufficient to constitute undue influence, and so be a reason to set aside the contract. There is no presumption of undue influence between spouses and unconscionability requires taking advantage of vulnerability to take a grossly unfair bargain. You acknowledge and understand further that both parties are highly encouraged to complete and exchange Ontario Family Law Rules Form 13.1 "Financial Statement". While failure to do this does not, in and of itself, render a separation agreement void, it can be, like lack of independent legal advice, a factor that the court looks to in deciding whether or not to ignore the provisions of a separation agreement.