

DIVORCE PAPERS

STATE OF _____

COUNTY OF _____

IN THE COURT OF _____

(Name of Court, e.g., Superior Court, District Court, Circuit Court)

CASE NUMBER: _____

PETITIONER / PLAINTIFF: _____

VS.

RESPONDENT / DEFENDANT: _____

I. INTRODUCTION

This Marital Settlement Agreement (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____, by and between:

Husband/Spouse A: _____, residing at _____ (hereinafter referred to as "Petitioner"), and

Wife/Spouse B: _____, residing at _____ (hereinafter referred to as "Respondent").

The Petitioner and Respondent may collectively be referred to as the "Parties."

II. RECITALS

WHEREAS, the Parties were legally married on the _____ day of _____, 20____, in the City of _____, State of _____; and

WHEREAS, irreconcilable differences have arisen between the Parties, leading to the irretrievable breakdown of the marriage, and the Parties have been separated since the _____ day of _____, 20____; and

WHEREAS, the Parties desire to settle all issues regarding their marital affairs, including child custody, child support, spousal support, division of assets, and division of debts, amicably and without further litigation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

III. MINOR CHILDREN

The status of children born or adopted of the marriage is as follows (check one):

- ☐ There are no minor children of the marriage.
- ☐ There are minor children of the marriage as listed below:

Name: _____ Date of Birth: _____ day of _____, 20____

Name: _____ Date of Birth: _____ day of _____, 20____

Name: _____ Date of Birth: _____ day of _____, 20____

Name: _____ Date of Birth: _____ day of _____, 20____

A. Legal Custody (check one)

- ☐ **Joint Legal Custody:** The Parties shall share joint legal custody. Both parents shall share the right and responsibility to make decisions regarding the health, education, and welfare of the children.
- ☐ **Sole Legal Custody:** The ☐ Petitioner ☐ Respondent shall have sole legal custody and the sole right to make major decisions regarding the children.

B. Physical Custody (check one)

- ☐ **Joint Physical Custody:** The Parties shall share physical custody of the children.
- ☐ **Sole Physical Custody:** The ☐ Petitioner ☐ Respondent shall have sole physical custody.

C. Visitation / Parenting Time

The non-custodial parent or the parent without the children at a given time shall have visitation/parenting time as follows:

D. Child Support

The ☐ Petitioner ☐ Respondent shall pay child support to the other party in the amount of \$ _____ per month.

Payments shall commence on the _____ day of _____, 20____, and continue until the child reaches the age of majority, graduates high school, or becomes emancipated, whichever occurs later, or as otherwise required by the laws of the State of _____.

E. Health Insurance

Medical and dental insurance for the minor children shall be provided by:

☐ Petitioner ☐ Respondent ☐ Both Parties equally

IV. SPOUSAL SUPPORT / ALIMONY

The Parties agree to the following regarding spousal support (check one):

☐ **Waiver:** Both Parties knowingly and voluntarily waive any right to past, present, or future spousal support. This waiver is final and non-modifiable.

☐ **Support to Petitioner:** The Respondent shall pay the Petitioner spousal support in the sum of \$ _____ per month.

☐ **Support to Respondent:** The Petitioner shall pay the Respondent spousal support in the sum of \$ _____ per month.

If support is payable, payments shall commence on the _____ day of _____, 20____, and shall continue until (check one):

☐ The death of either party or the remarriage of the payee.

☐ The _____ day of _____, 20____.

☐ Other condition: _____

V. DIVISION OF REAL ESTATE

The Parties own real property located at:

The Parties agree to dispose of this property as follows (check one):

☐ **Sell and Divide:** The property shall be listed for sale, and the net proceeds shall be divided _____ % to Petitioner and _____ % to Respondent.

☐ **Buyout:** The ☐ Petitioner ☐ Respondent shall retain exclusive ownership of the property and shall pay the other party the sum of \$ _____ for their equity share.

☐ **Retain:** The ☐ Petitioner ☐ Respondent shall retain exclusive ownership of the property and assume all liabilities associated with it, with no payment to the other party.

☐ **No Real Estate:** The Parties do not own any real estate.

VI. DIVISION OF ASSETS AND PERSONAL PROPERTY

A. Vehicles

The Parties agree to divide their vehicles as follows:

Petitioner shall receive: _____

Respondent shall receive: _____

B. Bank Accounts and Financial Assets

The Parties agree to divide their bank accounts, savings, and cash assets as follows:

C. Retirement Accounts

Any retirement accounts, pensions, or 401(k) plans shall be divided as follows:

D. Other Personal Property

The Parties have divided their furniture, furnishings, and personal effects to their mutual satisfaction. Any specific items remaining in dispute shall be divided as follows:

VII. DIVISION OF DEBTS

The Parties agree to be responsible for the following debts:

A. Petitioner's Debts

The Petitioner shall assume and pay the following debts and hold the Respondent harmless therefrom:

Creditor Name: _____ Amount: \$ _____

Creditor Name: _____ Amount: \$ _____

Creditor Name: _____ Amount: \$ _____

B. Respondent's Debts

The Respondent shall assume and pay the following debts and hold the Petitioner harmless therefrom:

Creditor Name: _____ Amount: \$ _____

Creditor Name: _____ Amount: \$ _____

Creditor Name: _____ Amount: \$ _____

VIII. TAXES

For the current tax year, the Parties agree to file:

☐ Jointly ☐ Separately

If applicable, the dependency exemption for the minor children shall be claimed by:

☐ Petitioner ☐ Respondent ☐ Alternating years (Petitioner in odd years, Respondent in even years)

IX. GENERAL PROVISIONS

A. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of

B. Entire Agreement

This Agreement contains the entire understanding of the Parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

C. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

D. Legal Representation

Both Parties acknowledge that they have had the opportunity to consult with independent legal counsel regarding the terms of this Agreement. If either party has chosen not to hire an attorney, they acknowledge that they have done so voluntarily and understand the legal consequences of this Agreement.

E. Financial Disclosure

Each party warrants to the other that they have made a full, complete, and accurate disclosure of all assets and liabilities. If it is later discovered that either party has failed to disclose a material asset, the other party reserves the right to seek legal relief.

F. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

X. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Marital Settlement Agreement on the dates set forth below.

PETITIONER

Signature: _____
Print Name: _____
Date: _____ day of _____, 20____
Address: _____

RESPONDENT

Signature: _____
Print Name: _____
Date: _____ day of _____, 20____
Address: _____

XI. NOTARY ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 20____, before me, _____ (Name of Notary), personally appeared _____ (Petitioner) and _____ (Respondent), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

(Seal)

My Commission Expires: _____ day of _____, 20____