

## **DIVORCE PAPERS**

This Divorce Agreement ("Agreement") is entered into on the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , by and between  
\_\_\_\_\_ ("Petitioner") and  
\_\_\_\_\_ ("Respondent"), collectively referred to as the  
"Parties."

WHEREAS, the Parties were lawfully married on the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , in \_\_\_\_\_ ,  
and have since decided to dissolve their marriage;

WHEREAS, the Parties desire to settle all matters regarding their marriage, including but not limited to the division of assets and debts, child custody, child support, and spousal support, in an amicable manner;

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

### **1. DEFINITIONS**

1.1. "Marital Assets" shall mean all property acquired by either or both Parties during the marriage.

1.2. "Marital Debts" shall mean all financial obligations incurred by either or both Parties

during the marriage.

## 2. DIVISION OF ASSETS AND DEBTS

2.1. The Parties agree to divide their marital assets and debts as follows:

- Petitioner shall receive: \_\_\_\_\_
- Respondent shall receive: \_\_\_\_\_
- Joint debts shall be allocated as follows: \_\_\_\_\_

## 3. CHILD CUSTODY AND SUPPORT

3.1. The Parties have \_\_\_\_\_ minor child(ren):

\_\_\_\_\_ .

3.2. Custody shall be arranged as follows:

- Legal Custody: \_\_\_\_\_
- Physical Custody: \_\_\_\_\_

3.3. Child support shall be paid by \_\_\_\_\_ to

\_\_\_\_\_ in the amount of \$

\_\_\_\_\_ per month, commencing on the

\_\_\_\_\_ day of \_\_\_\_\_ ,

20 \_\_\_\_\_ .

3.4. The Parties agree to review child support arrangements every

\_\_\_\_\_ years or upon a significant change in circumstances.

## 4. SPOUSAL SUPPORT

4.1. Spousal support shall be paid by \_\_\_\_\_ to

\_\_\_\_\_ in the amount of \$

\_\_\_\_\_ per month, commencing on the

\_\_\_\_\_ day of \_\_\_\_\_ ,

20 \_\_\_\_\_ , for a duration of

\_\_\_\_\_ .

4.2. Spousal support shall be subject to modification upon a material change in circumstances.

## 5. DEFAULT AND REMEDIES

5.1. In the event of a default by either Party, the non-defaulting Party shall have the right to seek enforcement of this Agreement through the appropriate court.

## 6. GOVERNING LAW AND JURISDICTION

6.1. This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

6.2. The Parties consent to the jurisdiction of the courts located in \_\_\_\_\_ for any disputes arising under this Agreement.

## 7. SEVERABILITY

7.1. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 8. ENTIRE AGREEMENT

8.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.

## 9. NOTICE PROVISIONS

9.1. Any notice required or permitted under this Agreement shall be given in writing and delivered to the Parties at the following addresses:

- Petitioner: \_\_\_\_\_
- Respondent: \_\_\_\_\_

## 10. AMENDMENT PROCEDURES

10.1. This Agreement may be amended only by a written agreement signed by both Parties.

## 11. TERMINATION CONDITIONS

11.1. This Agreement shall terminate upon the finalization of the divorce decree, except for provisions herein that are intended to survive such decree.

## 12. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Petitioner:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Respondent:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

NOTARY PUBLIC:

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This document is intended to be legally binding and enforceable. The Parties are encouraged to seek independent legal counsel before signing.