

DIVORCE SETTLEMENT AGREEMENT

I. THE PARTIES

This Divorce Settlement Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

Spouse A: _____, residing at:

AND

Spouse B: _____, residing at:

Spouse A and Spouse B may collectively be referred to as the "Parties."

II. MARRIAGE AND SEPARATION

A. Marriage Date. The Parties were married on the ____ day of _____, 20____, in the City of _____, State of _____.

B. Separation Date. The Parties have lived separate and apart since the ____ day of _____, 20____.

C. Grounds for Divorce. The Parties agree that their marriage is irretrievably broken due to irreconcilable differences, and there is no possibility of reconciliation.

III. CHILDREN

A. Minor Children. The Parties have the following minor child(ren) born or adopted of the marriage:

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____

B. Legal Custody. Legal custody refers to the right to make major decisions regarding the child(ren)'s health, education, and welfare. (Check one)

☐ **Joint Legal Custody.** The Parties shall share joint legal custody. Major decisions shall be made jointly.

☐ **Sole Legal Custody.** Spouse A shall have sole legal custody.

☐ **Sole Legal Custody.** Spouse B shall have sole legal custody.

C. Physical Custody. Physical custody refers to where the child(ren) reside(s). (Check one)

☐ **Joint Physical Custody.** The Parties shall share physical custody.

☐ **Sole Physical Custody to Spouse A.** Spouse B shall have visitation rights.

☐ **Sole Physical Custody to Spouse B.** Spouse A shall have visitation rights.

D. Visitation/Parenting Schedule.

The details of the visitation and parenting time schedule are as follows:

E. Child Support.

(Check one)

☐ No child support shall be paid by either Party.

☐ Child support shall be paid as follows:

Payor: _____

Payee: _____

Amount: \$ _____ per month.

Start Date: The _____ day of _____, 20____.

F. Health Insurance.

The child(ren)'s medical and dental insurance shall be provided by:

☐ Spouse A ☐ Spouse B ☐ Both Parties

Unreimbursed medical expenses shall be split as follows:

Spouse A: _____ % Spouse B:
_____ %

IV. SPOUSAL SUPPORT (ALIMONY)

A. Spousal Support Terms. (Check one)

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

☐ **Spousal Support Shall Be Paid.**

Payor: _____

Payee: _____

Amount: \$ _____ per month.

Start Date: The _____ day of _____, 20____.

End Date/Duration: Support shall continue until the _____ day of _____, 20____,
or until the death of either party, or the remarriage/cohabitation of the Payee, whichever occurs
first.

V. REAL ESTATE

A. Marital Home. The Parties own real property located at:

_____ (the "Marital Home").

B. Division of Marital Home. (Check one)

☐ **Sale of Home.** The Marital Home shall be listed for sale. The net proceeds (after paying off the mortgage, commissions, and closing costs) shall be divided:

_____ % to Spouse A and

_____ % to Spouse B.

☐ **Spouse A Retains Home.** Spouse A shall retain sole ownership of the Marital Home and assumes all liability for the mortgage and related costs. Spouse A shall refinance the property to remove Spouse B's name within _____ days.

☐ **Spouse B Retains Home.** Spouse B shall retain sole ownership of the Marital Home and assumes all liability for the mortgage and related costs. Spouse B shall refinance the property to remove Spouse A's name within _____ days.

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

VI. PERSONAL PROPERTY

The Parties have divided their personal property (furniture, household items, clothing, etc.) to their mutual satisfaction.

A. Spouse A's Property.

Spouse A shall retain the following items as their sole and separate property:

B. Spouse B's Property.

Spouse B shall retain the following items as their sole and separate property:

VII. VEHICLES

The Parties agree to the following division of vehicles. Each party shall be solely responsible for any loans, insurance, and registration associated with the vehicle awarded to them.

Spouse A shall receive:

Year/Make/Model: _____

VIN (last 4 digits): _____

Spouse B shall receive:

Year/Make/Model: _____

VIN (last 4 digits): _____

VIII. FINANCIAL ASSETS AND DEBTS

A. Bank Accounts. The Parties agree to divide bank accounts as follows:

B. Retirement Accounts. Any retirement accounts, pensions, or 401(k) plans shall be divided as follows (Note: A QDRO may be required):

C. Debts.

Each Party shall be responsible for any debt incurred in their own name after the date of separation. Existing marital debts shall be allocated as follows:

Spouse A shall pay:

Creditor Name: _____ Amount: \$

Creditor Name: _____ Amount: \$

Spouse B shall pay:

Creditor Name: _____ Amount: \$

Creditor Name: _____ Amount: \$

IX. TAXES

A. Filing Status. For the tax year _____, the Parties shall file:

☐ Jointly ☐ Separately

B. Dependent Exemptions. The tax exemptions for the minor child(ren) shall be claimed by:

☐ Spouse A ☐ Spouse B ☐ Alternating Years (Spouse A in even years, Spouse B in odd years)

X. GENERAL PROVISIONS

A. Name Change.

☐ Neither party requests a name change.

☐ Spouse A requests to be restored to the former name of:

☐ Spouse B requests to be restored to the former name of:

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

C. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements, representations, and understandings.

D. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

E. Amendment. This Agreement may only be modified or amended in writing, signed by both Parties.

F. Independent Legal Counsel. Both Parties acknowledge that they have had the opportunity to consult with independent legal counsel regarding the terms of this Agreement.

G. Voluntary Execution. Each Party acknowledges that they are signing this Agreement voluntarily, free from duress or undue influence, and with full knowledge of the facts and legal consequences.

XI. SIGNATURES

Spouse A Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Spouse B Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and

_____, 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____