

## **DIVORCE SETTLEMENT AGREEMENT**

This Divorce Settlement Agreement ("Agreement") is made and entered into by and between the following parties:

Party 1: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Party 2: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

WHEREAS, the parties were lawfully married on \_\_\_\_\_ ,  
and the marriage is now irretrievably broken; and

WHEREAS, the parties desire to settle all matters related to their marriage, including but not limited to property division, debts, spousal support, and any other rights and obligations arising from the marriage;

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

## 1. DEFINITIONS

- a. "Parties" refers to Party 1 and Party 2 collectively.
- b. "Effective Date" refers to the date this Agreement is signed by both parties.
- c. "Real Property" refers to any land and buildings owned by the parties.
- d. "Personal Property" refers to all tangible and intangible assets owned by the parties, excluding real property.

## 2. PROPERTY DIVISION

- a. Real Property: The parties agree that the property located at \_\_\_\_\_ shall be awarded to \_\_\_\_\_. The party receiving the property shall be responsible for any associated taxes, mortgages, and maintenance costs.
- b. Personal Property: The parties shall divide personal property as follows: \_\_\_\_\_. Each party shall retain possession of their respective personal items currently in their possession unless otherwise specified.
- c. Financial Accounts: The parties agree to divide their financial accounts as follows: \_\_\_\_\_. Each party shall be responsible for notifying financial institutions of the changes in account ownership.

## 3. DEBTS

- a. The parties agree to be responsible for the following debts: \_\_\_\_\_. Each party shall indemnify and hold the other harmless from any liability arising from their respective debts.

## 4. SPOUSAL SUPPORT

- a. \_\_\_\_\_ shall pay spousal support to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_ and continuing until \_\_\_\_\_

\_\_\_\_\_, or until the recipient remarries or either party dies, whichever occurs first.

#### 5. CHILD CUSTODY AND SUPPORT (if applicable)

a. Custody: The parties agree to the following custody arrangement:

\_\_\_\_\_ .

b. Child Support: \_\_\_\_\_ shall pay child support to

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

\_\_\_\_\_ per month, beginning on

\_\_\_\_\_ and continuing until the child reaches the age of majority or graduates from high school, whichever occurs later.

#### 6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . Any legal proceedings arising out of this Agreement shall be brought in the courts of \_\_\_\_\_ County, \_\_\_\_\_ .

#### 7. SEVERABILITY

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

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

#### 9. NOTICE PROVISIONS

Any notice required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses as set forth above. Notices shall be deemed received three (3)

days after mailing via certified mail, return receipt requested.

#### 10. AMENDMENT PROCEDURES

This Agreement may be amended only by a written agreement signed by both parties. Any amendments shall be attached to this Agreement and become part of it.

#### 11. DEFAULT AND REMEDY PROVISIONS

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 courts. The defaulting party shall be responsible for any legal fees and costs incurred by the non-defaulting party in enforcing this Agreement.

#### 12. TERMINATION CONDITIONS

This Agreement shall terminate upon the death of either party or by mutual written consent of both parties. Termination shall not affect any obligations that have accrued prior to termination.

#### 13. WAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

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

Signature of Party 1: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Signature of Party 2: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

WITNESS

Signature of Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

NOTARY PUBLIC

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

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

On this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_, before me, a Notary Public, personally

appeared \_\_\_\_\_ and

\_\_\_\_\_, known to me (or satisfactorily proven) to be the  
persons whose names are subscribed to the within instrument, and acknowledged that they  
executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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