

MARITAL SETTLEMENT AGREEMENT

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

I. IDENTIFICATION OF PARTIES

Husband: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Wife: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

(Hereinafter collectively referred to as "the Parties" and individually as "Husband" or "Wife").

II. RECITALS

WHEREAS, the Parties were lawfully married on the _____ day of _____, 20_____, in _____, State of _____; and

WHEREAS, irreconcilable differences have arisen between the Parties, which have led to the irremediable breakdown of their marriage; and

WHEREAS, the Parties separated on or about the _____ day of _____, 20_____; and

WHEREAS, the Parties desire to settle fully and finally between themselves all matters concerning their marital and separate property, debts, spousal support, and all other rights and obligations arising from their marriage, and to resolve all issues related to their divorce or legal separation, without the necessity of further litigation, except for the entry of a judgment of divorce or legal separation incorporating the terms of this Agreement; and

WHEREAS, each Party has had the opportunity to consult with independent legal counsel of their choosing regarding the terms and legal effect of this Agreement, or has knowingly and voluntarily waived such consultation; and

WHEREAS, each Party believes this Agreement to be fair, just, and reasonable, and enters into it freely and voluntarily.

III. CHILDREN OF THE MARRIAGE

The Parties confirm that there are no minor children born of the marriage, and Wife is not currently pregnant. Therefore, issues of child custody, visitation, and child support are not applicable to this Agreement.

IV. MARITAL PROPERTY

The Parties represent and warrant that they have fully disclosed to each other all assets, whether real or personal, tangible or intangible, wherever situated, in which either Party has an interest. The Parties acknowledge that they have already divided their marital property to their mutual satisfaction, or will do so pursuant to separate agreements or transfers, and each Party hereby waives any and all claims to any property, real or personal, currently held by or in the possession of the other Party, except as specifically set forth herein or in any separate agreement referenced herein.

V. SEPARATE PROPERTY

Each Party shall retain as their sole and separate property all assets, whether real or personal, tangible or intangible, currently titled in their individual name or held solely by them, which were acquired prior to the marriage, or acquired during the marriage by gift, bequest, devise, or descent, or which are otherwise defined as separate property under the laws of the State of _____ . Each Party warrants that they have not transferred any separate property to the other Party, nor have they commingled any separate property with marital property, except as may have been mutually agreed upon and accounted for.

VI. SPOUSAL SUPPORT (ALIMONY)

Each Party hereby waives any and all rights to receive spousal support (alimony) from the other Party, now or in the future, regardless of any change in circumstances. This waiver is permanent and irrevocable.

VII. MARITAL DEBTS AND LIABILITIES

The Parties represent and warrant that they have fully disclosed to each other all debts and liabilities, whether joint or individual, wherever situated. The Parties acknowledge that they have already divided their marital debts and liabilities to their mutual satisfaction, or will do so pursuant to separate agreements or transfers, and each Party hereby waives any and all claims for contribution or indemnification from the other Party for any debt or liability currently held by or in the name of the other Party, except as specifically set forth herein or in any separate agreement referenced herein.

VIII. TAXES

a. **Income Taxes:** The Parties agree to file separate income tax returns for the current tax year and all subsequent tax years. Each Party shall be solely responsible for any taxes, penalties, or interest associated with their separate income.

b. **Prior Tax Years:** For any tax years prior to the current tax year for which joint returns were filed, the Parties agree to cooperate in providing any necessary information or signatures for audits or amendments. Each Party shall be responsible for their proportionate share of any joint tax liability, penalties, or interest for such prior years, unless otherwise agreed in writing.

IX. INSURANCE

a. **Health Insurance:** Each Party shall be solely responsible for obtaining and maintaining their own health insurance coverage from the date of this Agreement forward.

b. **Life Insurance:** Each Party shall maintain any existing life insurance policies currently in their name, and each Party waives any claim to be named as a beneficiary on any life insurance policy of the other Party.

c. **Automobile Insurance:** Each Party shall be solely responsible for obtaining and maintaining their own automobile insurance coverage for any vehicles they own or operate.

X. RETIREMENT ACCOUNTS

The Parties acknowledge that any retirement accounts, pensions, 401(k)s, IRAs, or other deferred compensation plans held by either Party are either separate property or have been divided to their mutual satisfaction, and each Party hereby waives any and all claims to any such accounts or plans held by the other Party.

XI. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other Party from any and all debts, liabilities, obligations, or claims that are assigned to or assumed by them under the terms of this Agreement, including any attorney's fees, costs, or expenses incurred in defending against such claims.

XII. WAIVER OF CLAIMS AGAINST ESTATE

Each Party hereby waives and relinquishes any and all rights, claims, or interests they may now have or may hereafter acquire in the estate of the other Party, whether by way of inheritance, dower, curtesy, elective share, homestead, family allowance, or any other right or claim provided by law, except as may be specifically provided for in a valid will or trust executed by the other Party after the date of this Agreement.

XIII. MUTUAL RELEASES

Except as otherwise expressly provided in this Agreement, each Party hereby releases and forever discharges the other Party from any and all claims, demands, obligations, or liabilities of every kind, nature, and description, whether known or unknown, suspected or unsuspected, which either Party now has or may hereafter have against the other, arising out of or in connection with their marriage, the dissolution thereof, or any other matter existing between them up to the date of this Agreement.

XIV. LEGAL FEES

Each Party shall be responsible for their own attorney's fees, costs, and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement, and any subsequent divorce or legal separation proceedings.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties regarding the settlement of their marital rights and obligations, and it supersedes all prior agreements, understandings, representations, and discussions, whether oral or written, between them.

XVI. MODIFICATION

This Agreement may not be amended, modified, or revoked except by a written instrument executed by

both Parties with the same formality as this Agreement.

XVII. GOVERNING LAW

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

XVIII. 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.

XIX. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

XX. VOLUNTARY AGREEMENT

Each Party acknowledges that they have read this Agreement in its entirety, understand its terms, and have entered into it freely and voluntarily, without coercion, duress, or undue influence from any source.

XXI. EXECUTION IN COUNTERPARTS

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

XXII. WAIVER OF FURTHER DISCOVERY

Each Party acknowledges that they have had the opportunity to conduct formal discovery regarding the other Party's assets, debts, income, and expenses. Each Party hereby waives any right to further discovery and represents that they are satisfied with the information provided and exchanged.

XXIII. INCORPORATION INTO JUDGMENT

The Parties agree that this Agreement shall be submitted to the appropriate court and incorporated into any judgment of divorce or legal separation entered between them. Notwithstanding such incorporation,

this Agreement shall survive as an independent contract between the Parties and shall not merge with the judgment.

XXIV. ACKNOWLEDGMENT OF INDEPENDENT LEGAL ADVICE

Each Party acknowledges that they have been advised of their right to seek independent legal counsel regarding this Agreement and have either done so or have knowingly and voluntarily waived that right. Each Party understands the legal consequences of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Marital Settlement Agreement on the date first written above.

HUSBAND

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WIFE

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____