

PLEASE TYPE

_____ County, Colorado <input type="checkbox"/> District Court Court address: Phone Number:		▲ COURT USE ONLY ▲
In Re: Petitioner: Respondent/Co-Petitioner:		
Attorney or Party Without Attorney (Name and Address): Phone Number: E-mail: FAX Number: Atty.Reg.#:		Case Number: Division Courtroom
<input type="checkbox"/> Separation Agreement (With Children) or <input type="checkbox"/> Partial Separation Agreement or <input type="checkbox"/> Information for the Court		

This form may be used for several purposes:

1. **SEPARATION AGREEMENT.** Check this box above if your divorce is **NON-CONTESTED**, i.e., you and your spouse agree on **ALL** issues.
2. **PARTIAL SEPARATION AGREEMENT.** Check this box above if your divorce is **CONTESTED** and you and your spouse agree on **SOME BUT NOT ALL** issues. After each topic, please use the appropriate box to indicate: (a) that both parties agree about the topic, or (b) information on the topic represents only one's party's position (check appropriate party).
3. **INFORMATION FOR THE COURT.** Check this box if you do not have any agreements. You still must fill out this form to tell the court how you want it to rule on each of the issues in the case.

A husband and wife getting a divorce (dissolution of marriage) or legal separation may enter into a written agreement on several subjects (see C.R.S. 14-10-112). The court must follow the agreement as it pertains to the parties themselves and to property, unless the court finds the agreement unfair. If the court finds the agreement unfair, it may order the parties to submit a revised agreement. The terms of the agreement dealing with custody, support and visitation of children are never binding on the court.

You may use this form as an outline for your Separation Agreement / Partial Separation Agreement. It **DOES NOT** include every possible issue you may want to address. "Other Terms" and "Other Terms Regarding Child(ren)" sections have been provided for items you would like to add. If you need more space than is provided, attach additional pages to the form. If the form includes issues that do not apply to your situation, write "Not Applicable" or "N/A" in that section. You **DO NOT** have to use this form if you prefer to write your **OWN** Separation Agreement / Partial Separation Agreement. However, if your case is **NON-CONTESTED**, you **MUST** submit to the court some form of **WRITTEN** Separation Agreement addressing all of the issues which are relevant to the facts of your case. If your case is **CONTESTED**, you should submit this document as Information for the court, to let the court know your position on the issues.

1. **MAINTENANCE** (formerly known as alimony)

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
 - Both parties waive (give up forever) maintenance. (Once the court accepts a party's waiver, that party may **never again** seek maintenance.)

OR

The Husband Wife (check one) shall pay maintenance to the Husband/
 Wife (check one) in the amount of \$ _____ per month beginning _____
_____ (date), for _____ years months (check one), or until
the court modifies maintenance. Maintenance will will not (check one) be paid
through the Registry of the court.

OR

Other:

2. **REAL ESTATE**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
- The parties own no real estate.

OR

The parties own real estate located at _____
_____ and the parties have agreed to divide the real estate as
follows (be specific as to use, ownership, or arrangements for sale and distribution of funds):

Title for the real estate will be transferred by the following method(s) (i.e., one party will
execute a quit claim deed, etc.):

**The Parties understand that if either of them refuses to execute any documents under
this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. The other party may
also ask the court for sanctions for the refusal to follow this order.**

3. **MOTOR VEHICLES**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
- The parties have no motor vehicles acquired **during** the marriage.

OR

The motor vehicles acquired during the marriage are divided as follows (include the year, VIN number and make of each motor vehicle):

The party(ies) will:

Sign over the documents required by the motor vehicle department, AND / OR

Sign over the title to the vehicle to the party receiving the vehicle within _____ days of the entry of the decree.

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. The other party may also ask the court for sanctions for the refusal to follow this order.

4. **PERSONAL PROPERTY** (furniture, boats, clothing, jewelry, household goods, etc.)

The parties do not agree on this issue.

Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)

The personal property has been divided and both parties are satisfied with the division.

OR

The personal property is awarded to each party as follows:

Husband:

Wife:

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. The other party may also ask the court for sanctions for the refusal to follow this order.

5. **STOCKS / BONDS / BANK ACCOUNTS**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)

The parties own no stocks or bonds.

OR

The stocks and / or bonds will be divided as follows:

The parties do not have any bank accounts.

OR

The bank accounts will be divided as follows:

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. The other party may also ask the court for sanctions for the refusal to follow this order.

6. **DEBTS**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)

There are no unpaid marital debts.

OR

The marital debts are to be paid by each party as follows (for each debt listed on the Affidavit with Respect to Financial Affairs, write the name of the creditor by the party who will be responsible for paying the debt):

Husband:

Wife:

AND

The party responsible for the debts will will not (check one) indemnify the other party and hold him / her harmless for those debts.

7. **LIFE INSURANCE**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
 - Neither party will be required to carry life insurance on his / her life.

OR

The husband will carry life insurance on his life in the amount of \$ _____ with _____ (name of spouse or child) as beneficiary.

AND/OR

The wife will carry life insurance on her life in the amount of \$ _____ with _____ (name of spouse or child) as beneficiary.

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. The other party may also ask the court for sanctions for the refusal to follow this order.

8. **PENSIONS / RETIREMENT ACCOUNTS**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
 - Neither party has pensions or retirement accounts which were earned during the marriage.

OR

The pensions and retirement accounts of the parties shall be divided as follows:

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. The other party may also ask the court for sanctions for the refusal to follow this order.

9. **TAXES**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
- The parties will file joint separate (check one) tax returns for the year _____ . After the date of the decree, the parties will file separate tax returns.
- OR**
- Other arrangements:

10. **FUTURE CONFLICT RESOLUTION**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
- The parties agree to go to mediation to resolve any future conflicts.
- OR**
- Other arrangements for future conflict resolution:

11. **COSTS RELATED TO DIVORCE PROCESS**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
- The parties agree to each pay their own costs related to the divorce process.
- OR**
- The parties agree to split the costs related to the divorce process 50 / 50.
- OR**
- Other arrangements for future conflict resolution:

12. **OTHER TERMS** (Add any *other* items you would like to include in your Separation Agreement/ Partial Separation Agreement / Information for Disclosure for Permanent Orders Hearing.)

The parties do not agree on this issue.

Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)

Complete Questions 13 through 18 only if there are children who were born / adopted into the Marriage or the wife is pregnant before the divorce is final. IF THIS IS A SEPARATION AGREEMENT THAT BOTH PARENTS ARE SUBMITTING, YOU MUST ATTACH A PARENTING PLAN.

13. **CHILD SUPPORT** (a Child Support Obligation Worksheet must be filed).

The parties do not agree on this issue.

Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)

The Husband Wife (check one) shall pay child support to the Husband Wife (check one) in the sum of \$ _____ per month *pursuant to* the Colorado Child Support Guidelines, beginning _____ (date) and continuing until the child(ren) reach(es) the age of 19 or is / are emancipated at an earlier age, or the court modifies child support. Child support payments will be paid on the _____ day of each month. (Child support cannot be waived.)

An income assignment will be activated immediately unless the court or delegate child support enforcement unit finds, in writing, that there is good cause not to require immediate activation of an income assignment pursuant to C.R.S. §14-14-111.5(3)(a)(II).

14. **FINANCIAL INFORMATION AND CHILD SUPPORT MODIFICATION**

The parties do not agree on this issue.

Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)

The parties will will not (check one) exchange financial information, including updated financial affidavits and verification of insurance and its costs for the purposes of modifying the child support order without a hearing. **(NOTE: The court must enter an order for any modification to be effective.)**

The information will be exchanged on a yearly basis, by U.S. mail, before _____ (date) each year.

15. **MEDICAL INSURANCE FOR CHILD(REN)**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
- The Husband Wife (check one) shall provide medical insurance for the child(ren) until emancipation.

A support order for deduction of health insurance shall be entered by the court and served upon the responsible parent's employer.

16. **EXTRAORDINARY / UNINSURED MEDICAL, DENTAL OR MENTAL HEALTH EXPENSES FOR CHILD(REN)**

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)
- Extraordinary/uninsured medical, dental or mental health expenses for the child(ren) shall be divided with Husband paying ___ % and Wife paying ___ % of every expense.

OR

- Extraordinary/uninsured medical expenses for the child(ren) shall be divided in proportion to each parent's income.

OR

- Other:

17. **OTHER EXTRAORDINARY EXPENSES FOR CHILD(REN)** (expenses not covered under Basic Child Support Guidelines)

- The parties do not agree on this issue.
- Both parties agree on this issue. (If you agree, please indicate the terms of agreement below.)

Are there any other extraordinary expenses for the child(ren), not covered under the Basic Child Support Guidelines, which you would like to address at this time?

18. **EDUCATION**

A. Private school expenses must be ordered by the court if they are not agreed to by the parties. If you want private school expenses to be ordered, please indicate below.

- Private education expenses for the child(ren) shall be divided with Husband paying _____ % and Wife paying _____ % of every expense.
- Tuition (indicate any ceilings or restrictions)
- Room and Board
- Books
- Fees
- Travel
- Other:

B. Post-secondary education expenses cannot be ordered by the court without an agreement.. If you agree that they should be paid by the parents, please indicate the terms of agreement below.

- Post-secondary education expenses for the child(ren) shall be divided with Husband paying _____% and Wife paying _____% of every expense. Post-secondary expenses shall include
- Tuition (indicate any ceilings or restrictions)

- Room and Board
- Books
- Fees
- Travel
- Other:

PLEASE RE-READ THIS DOCUMENT CAREFULLY TO MAKE SURE IT IS AN ACCURATE REPRESENTATION OF YOUR AGREEMENT WITH YOUR SPOUSE. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND AGREE WITH EVERYTHING IN THIS DOCUMENT. Notarization is not required, but you may choose to have your signature notarized.

Petitioner:

Signature

Address

City, State, Zip Code

(Area Code) Telephone Number
(home and work)

Respondent Co-Petitioner (check one):

Signature

Address

City, State, Zip Code

(Area Code) Telephone Number
(home and work)

STATE OF COLORADO _____)
_____ COUNTY)

Subscribed and sworn to before me on _____ (date)
My commission expires: _____

Notary Public

Notary's Address

Notary's City, State, Zip

[SEAL]

STATE OF COLORADO _____)
_____ COUNTY)

Subscribed and sworn to before me on _____ (date)
My commission expires: _____

Notary Public

Notary's Address

Notary's City, State, Zip

[SEAL]