

# **Ohio Dissolution of Marriage (No-Fault Divorce) For Parties Without Minor Children of the Marriage**

**Court Forms Only for individuals who have already purchased the Reference Manual (50 pages)**

**WARNING: Print these forms on your printer before you start typing.  
If important information on the forms is deleted you may have a sample to follow.**

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(Court Forms for a dissolution of marriage without minor children)	

# Assets - Liabilities

As Of Date \_\_\_\_\_

This worksheet is not required or submitted to the court but it should give you and your spouse the opportunity of organizing on paper what you own (assets) and who you owe (liabilities). After you and your spouse decide how to divide the assets and who will assume the liabilities, the information can then be transferred to the Separation Agreement and other paperwork which is filed with the court.

## ASSETS

### Real Estate (Home - Investment Property - Acreage)

#### 1. Address and Description

Date Acquired \_\_\_\_\_ Cost \$ \_\_\_\_\_ Current Value\$ \_\_\_\_\_

Balance of Mortgage\$ \_\_\_\_\_ Title Holder \_\_\_\_\_ Use \_\_\_\_\_

#### 2. Address and Description

Date Acquired \_\_\_\_\_ Cost\$ \_\_\_\_\_ Current Value\$ \_\_\_\_\_

Balance of Mortgage\$ \_\_\_\_\_ Title Holder \_\_\_\_\_ Use \_\_\_\_\_

### Checking Accounts

Account Number	Bank Name	Date Acquired	Current Balance	Used By
1.				
2.				
3.				
4.				

### Savings, C.D.'s, Money Market Funds, Mutual Funds, Treasury Bills

Account Number	Type	Date Acquired	Current Balance
1.			
2.			
3.			
4.			
5.			
6.			

7.

**Page 3**

**Stocks and Bonds**

Name and Number Of Shares	Date Acquired	Title Holder	Cost Value
---------------------------	---------------	--------------	------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

**Vehicles, Motorcycles, Boats, Motor Homes, Mobile Homes**

Description	Date Acquired	Titleholder	Cost Current	Value Loan Balance
-------------	---------------	-------------	--------------	--------------------

- 1.
- 2.
- 3.
- 4.
- 5.

**Furnishing, Antiques, Artworks, Collections (Stamp-Coins etc.)**

Description	Date Acquired	Who Acquired	Cost Current Value	Where Located
-------------	---------------	--------------	--------------------	---------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

**Cash-value Life Insurance (Whole Life)**

Insurance Co. Policy No.	Insured Beneficiary	Owner	C/Value Premium
--------------------------	---------------------	-------	-----------------

- 1.
- 2.

**Pension and Profit Sharing**

Name Of Plan	Owner/Interest	Date Entered	Vesting Date/Percent	C/Value
--------------	----------------	--------------	----------------------	---------

- 1.
- 2.
- 3.
- 4.

**Closely Held Corporation**

Company Nameand %of Ownership	Date Acquired	Date/Amount Last Valuation
-------------------------------	---------------	----------------------------

- 1.
- 2.

**Partnerships and/or Joint Ventures**

Co.Name	%ofOwnership-Date Acquired-	Amount/Investment-	C/Value-Income/Loss
---------	-----------------------------	--------------------	---------------------

- 1.
- 2.

**Sole Proprietorships**

Nature Of Business	Date Acquired	Market Value Average	Income/Loss
--------------------	---------------	----------------------	-------------

- 1.
- 2.

**Account Receivable and Notes Due**

Payable To	Name Of Debtor	Balance Due	Amt.Of Payments	Nature Of Debt
1.				
2.				

**Patents, Copyrights, Royalties**

Owner	Description/Interest	Date Acquired	Benefits To Date	Current Value
1.				
2.				

**Miscellaneous Assets**

Describe	Date Acquired	By Whom	Cost	Current Value	Source Of Payment
1.					
2.					
3.					
4.					
5.					
6.					
7.					

**LIABILITIES**

**Secured Debts** And Real Estate Taxes or Assessments(Home,Car,Furniture etc.)

Creditor	Date/Loan No.	Debtor Current Balance	Payments	Security/Co-Signer
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

**Unsecured Debts** And Income Taxes (credit Cards etc.)

Creditor	Account Number	Current Balance	Payments	Name On Card
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

**Other Pending Debts**

Creditor	Basis For Claim	When Debt Accrued	Date And Amount Due
1.			
2.			
3.			
4.			

- 5.
- 6.
- 7.

## INSURANCE

**Life Insurance**

Insurer/	Policy No.	Term/Whole Life	Owner/Beneficiary	Prem.	Death Benefit C/Value
----------	------------	-----------------	-------------------	-------	-----------------------

- 1.
- 2.
- 3.

**Home Or Renter's Insurance**

Insurer & Policy No.	Expiration Date	Premium	Named Insured	Agent
----------------------	-----------------	---------	---------------	-------

- 1.
- 2.

**Automobile, Boat, Mobile Home, Motorcycles, Motor Home**

Insurer &	Policy No.	Expiration Date	Premium	Named Insured	Vehicle Agent
-----------	------------	-----------------	---------	---------------	---------------

- 1.
- 2.
- 3.
- 4.
- 5.

**Health And Medical, Disability**

Insurer &	Policy No.	Expiration Date	Premium	Person's Covered	Agent
-----------	------------	-----------------	---------	------------------	-------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

**Other Insurance**

Company &	Policy No.	Expiration Date	Premium	Type Of Insurance	Beneficiary Agent
-----------	------------	-----------------	---------	-------------------	-------------------

- 1.
- 2.
- 3.
- 4.

-----  
**Petitioner**

SS# \_\_\_\_\_

DOB \_\_\_\_\_

and

-----  
**Petitioner**

SS# \_\_\_\_\_

DOB \_\_\_\_\_

**Page 6**

HUSBAND \_\_\_\_\_ Occupation \_\_\_\_\_  
Phone No \_\_\_\_\_

Current Residence Address: \_\_\_\_\_ Current Mailing Address: (if different) \_\_\_\_\_  
\_\_\_\_\_

Employer/Complete Address \_\_\_\_\_  
\_\_\_\_\_

WIFE \_\_\_\_\_ Occupation \_\_\_\_\_  
Phone No \_\_\_\_\_

Current Residence Address: \_\_\_\_\_ Current Mailing Address: (if different) \_\_\_\_\_  
\_\_\_\_\_

Employer/Complete Address \_\_\_\_\_  
\_\_\_\_\_

Date And Place Of Marriage \_\_\_\_\_

CHILDREN: 1: \_\_\_\_\_ DOB \_\_\_\_\_  
2: \_\_\_\_\_ DOB \_\_\_\_\_  
3: \_\_\_\_\_ DOB \_\_\_\_\_  
4: \_\_\_\_\_ DOB \_\_\_\_\_

Medical Insurance coverage for the minor children is available to/or maintained by:(Husband or Wife or Both or Neither) Insurer Name & Address: \_\_\_\_\_  
\_\_\_\_\_

**INCOME**

**HUSBAND**

**WIFE**

Receives  12  24  26  
 52 paychecks per year  
Specify Amounts Per Pay Period

Receives  12  24  26  
 52 paychecks per year  
Specify Amounts Per Pay Period

\$ _____	Gross regular income from work	\$ _____
\$ _____	Deductions:(a)Taxes / SS	\$ _____
\$ _____	(b) Retirement	\$ _____
\$ _____	(c) Loan Payments	\$ _____
\$ _____	(d) Savings	\$ _____
\$ _____	(e) Other	\$ _____
\$ _____	TOTAL withholding per period	\$ _____
\$ _____	NET REGULAR INCOME(employment)	\$ _____

\$ _____	Unemployment Compensation	\$ _____
\$ _____	Workers' Comp (Claim# _____)	\$ _____
\$ _____	Other Income: _____	\$ _____
\$ _____	<b>TOTAL INCOME</b>	\$ _____

**MONTHLY LIVING EXPENSES**

Expenses listed are for \_\_\_self only, \_\_\_self and the minor child(ren).  
 Are any other persons included in this budget? Yes \_\_\_ No \_\_\_ How Many? \_\_\_. What is the total amount of income (per month) attributable to those persons? \$ \_\_\_\_\_.

**I. Housing**

- 1. Rent or Mortgage Payment (including taxes & insurance) \$ \_\_\_\_\_
- 2. Utilities
  - a. Gas & Electric \$ \_\_\_\_\_
  - b. Water & Sewer \$ \_\_\_\_\_
  - c. Telephone (excluding long distance) \$ \_\_\_\_\_
  - d. Trash Collection \$ \_\_\_\_\_
  - e. Water Softner \$ \_\_\_\_\_
  - f. Cable \$ \_\_\_\_\_
- 3. Housing Repairs \$ \_\_\_\_\_
- 4. Homeowners/Renters Ins.if pd separately) \$ \_\_\_\_\_
- 5. Other: (specify) \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL HOUSING COSTS** ..... \$ \_\_\_\_\_

**II. Other Expenses**

- 1. Car Repairs & License \$ \_\_\_\_\_
- 2. Insurance
  - a. Auto \$ \_\_\_\_\_
  - b. Life \$ \_\_\_\_\_
  - c. Medical \$ \_\_\_\_\_
  - d. Other: (specify) \_\_\_\_\_ \$ \_\_\_\_\_
- 3. Medical (not covered by insurance) \$ \_\_\_\_\_
- 4. Clothing \$ \_\_\_\_\_
- 5. Haircare \$ \_\_\_\_\_
- 6. Dry Cleaning \$ \_\_\_\_\_
- 7. Newspapers, Periodicals and Books \$ \_\_\_\_\_
- 8. Grocery Items (to include food, laundry and cleaning products) \$ \_\_\_\_\_
- 9. Toilet Accessories \$ \_\_\_\_\_
- 10. Child Care \$ \_\_\_\_\_
- 11. School Lunch Program \$ \_\_\_\_\_
- 12. Children's Allowance \$ \_\_\_\_\_
- 13. Activities-Minor Children(Music,Sportsetc). \$ \_\_\_\_\_
- 14. Tuition (for Minor Children or Self) \$ \_\_\_\_\_
- 15. Entertainment \$ \_\_\_\_\_
- 16. Contributions \$ \_\_\_\_\_
- 17. Gas and Oil \$ \_\_\_\_\_
- 18. Tax (not deducted from wages) \$ \_\_\_\_\_



- 19. Alimony/Support Payment(previous court order) \$ \_\_\_\_\_
- 20. Membership (associations, clubs) \$ \_\_\_\_\_
- 21. Travel and Vacations \$ \_\_\_\_\_
- 22. Other (specify) \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER EXPENSES** ..... \$ \_\_\_\_\_

**Page 8**

**III. MONTHLY INSTALLMENT PAYMENTS**

(Do not list expenses previously listed)

To Whom Paid	Purpose	Balance Due	Monthly Payment
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Total Installment Payments**..... \$ \_\_\_\_\_

**TOTAL MONTHLY EXPENSES** (Sum I, II, & III) .....\$ \_\_\_\_\_

**FINANCIAL DISCLOSURE**

List all funds on deposit in any and all accounts in any Bank, Savings & Loan, Credit Union, Regulated Investment Company, Mutual Fund or Other Financial Institution. Accounts may include one or more of the following: checking, certificate of deposit(CD, investment, savings, individual retirement account (IRA), stock option, etc. USE REVERSE SIDE IF NEEDED.

Name Of Financial Institution	Address Of Financial Institution	Account No.	Names on Account	Balance as this Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**OTHER INCOME**

(Including but not limited to pension, annuity, allowance, sick pay, disability pay, or other benefit, commissions, trusts, bonus, profit sharing payments or distribution lottery winnings and lump sum payments).

Type	Source	Address Of Source	Amount	Date Received per
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

----- per -----  
 -----  
 ----- per -----  
 -----  
 ----- per -----

**Page 9**  
**MONTHLY LIVING EXPENSES**

Expenses listed are for \_\_\_self only, \_\_\_self and the minor child(ren).  
 Are any other persons included in this budget? Yes \_\_\_ No \_\_\_ How Many? \_\_\_. What is the total amount of  
 income (per month) attributable to those persons? \$ \_\_\_\_\_.

**I. Housing**

- 1. Rent or Mortgage Payment  
(including taxes & insurance) \$ \_\_\_\_\_
- 2. Utilities
  - a. Gas & Electric \$ \_\_\_\_\_
  - b. Water & Sewer \$ \_\_\_\_\_
  - c. Telephone (excluding long distance) \$ \_\_\_\_\_
  - d. Trash Collection \$ \_\_\_\_\_
  - e. Water Softner \$ \_\_\_\_\_
  - f. Cable \$ \_\_\_\_\_
- 3. Housing Repairs \$ \_\_\_\_\_
- 4. Homeowners/Renters Ins.if pd separately) \$ \_\_\_\_\_
- 5. Other: (specify) \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL HOUSING COSTS** ..... \$ \_\_\_\_\_

**II. Other Expenses**

- 1. Car Repairs & License \$ \_\_\_\_\_
- 2. Insurance
  - a. Auto \$ \_\_\_\_\_
  - b. Life \$ \_\_\_\_\_
  - c. Medical \$ \_\_\_\_\_
  - d. Other: (specify) \_\_\_\_\_ \$ \_\_\_\_\_
- 3. Medical (not covered by insurance) \$ \_\_\_\_\_
- 4. Clothing \$ \_\_\_\_\_
- 5. Haircare \$ \_\_\_\_\_
- 6. Dry Cleaning \$ \_\_\_\_\_
- 7. Newspapers, Periodicals and Books \$ \_\_\_\_\_
- 8. Grocery Items  
(to include food, laundry and cleaning products) \$ \_\_\_\_\_
- 9. Toilet Accessories \$ \_\_\_\_\_
- 10. Child Care \$ \_\_\_\_\_
- 11. School Lunch Program \$ \_\_\_\_\_
- 12. Children's Allowance \$ \_\_\_\_\_
- 13. Activities-Minor Children(Music,Sportsetc). \$ \_\_\_\_\_
- 14. Tuition (for Minor Children or Self) \$ \_\_\_\_\_
- 15. Entertainment \$ \_\_\_\_\_
- 16. Contributions \$ \_\_\_\_\_
- 17. Gas and Oil \$ \_\_\_\_\_



----- per -----  
----- per -----  
----- per -----  
----- per -----

# SAMPLE COURT FORMS

## For Parties Without Minor Children Of The Marriage

**WARNING: Print these sample forms on your printer before you start typing so that if you delete important information you may retype it on the form.**

**ALL COURT FORMS MUST BE TYPED**

<b>Book Page Number</b>	<b>Number Of Form Pages</b>
13 - Petition And Waiver Of Service	(1 page)
14 - Separation Agreement (Exhibit A)	(4 pages)
18 - Decree Of Dissolution Of Marriage	(2 pages)
20 - Waiver Of Representation (husband)	(1 page)
21 - Waiver Of Representation (wife)	(1 page)
22 - Waiver Of Fourteen Day Objection Period	(1 page)
23 - Waiver Of Property	(1 page)
24 - Waiver Of Financial Documentation	(1 page)
25 - Financial Disclosure Affidavit Assets and Liabilities (Franklin County)	(1 page)
<b>If You Request Spousal Support/Alimony</b> (complete only if paying support)	
26 - Spousal Support Deduction Order *employer	(1 page)
<b>For Changing Your Court Hearing To Another Ohio County Other Than Your County of Residence</b> (complete only if changing Ohio County)	
27 - Waiver Of Venue	(1 page)

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
FRANKLIN COUNTY, OHIO

IN RE THE MARRIAGE OF:

Name: **John Lee Doe** :  
Address **100 West Broad St.** :  
**Columbus, OH 43026** : Case No. **Court Assigned**  
SS #: **123-45-6789** :  
DOB: **10/09/50** :  
Telephone #: **(614) 123-4567** : Judge: \_\_\_\_\_  
Petitioner, :

-and-

Name: **Mary Ann Doe** :  
Address **200 South High St.** :  
**Columbus, OH 43201** : **PETITION FOR DISSOLUTION**  
SS #: **987-65-4321** : **OF MARRIAGE AND WAIVER**  
DOB: **11/17/54** : **OF SERVICE OF SUMMONS**  
Telephone #: **(614) 765-4321** :  
Petitioner, :

S A M P L E

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months or more immediately prior to filing this Petition.
2. Petitioners were married on the **29th** day of **December, 1974**, in **Cincinnati, Ohio**.
3. There are no minor children of this marriage.
4. A Separation Agreement, agreed to and signed by both Petitioners, which provides for a division of all property and spousal support, where applicable, is attached hereto and incorporated herein.
5. Both Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement submitted to the Court as Exhibit A; appended to the Petition herein; that they are satisfied with its terms; and that they seek a Dissolution of the Marriage.
6. The wife is not pregnant.

WHEREFORE, both Petitioners request the Court to grant a Dissolution of Marriage, incorporating the attached Separation Agreement.

\_\_\_\_\_**Wife's Signature**\_\_\_\_\_ **Husband's Signature**\_\_\_\_\_  
Signature of Petitioner/Wife Date Signature of Petitioner/Husband Date

Petitioners state that they are at least eighteen (18) years of age and not under disability, and waive service of summons herein, and consent to the Court herein granting a Decree of Dissolution of Marriage, incorporating the Separation Agreement herein.

\_\_\_\_\_  
**Wife's Signature**  
Signature of Petitioner/Wife \_\_\_\_\_ Date \_\_\_\_\_  
STATE OF OHIO )  
) SS:  
COUNTY OF **FRANKLIN** )  
Sworn to and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public \_\_Notary's Signature \_\_\_\_\_

**Petition - Page One of One**

**S A M P L E**

**Page 13**

**SEPARATION AGREEMENT**

**Exhibit "A"**

**SAMPLE**

This Separation Agreement voluntarily made and entered into by Petitioner/Wife, **Mary Ann Doe** hereinafter referred to as "Wife", and Petitioner/Husband, **John Lee Doe** hereinafter referred to as "Husband", represents that:

1. The date and place of the marriage of the Petitioners are:  
Date Of Marriage: **December 29, 1974** Place of Marriage: **Cincinnati, Ohio**
2. Differences have arisen between the Petitioners and we are now living separate and apart from each other.
3. The parties hereto desire to, and by this Agreement do, settle and determine and hereby provide for a division of all property belonging to the parties, and spousal support, where applicable.

NOWHEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE ONE: SEPARATION**

Each party shall hereinafter continue to live separate and apart from each other, and neither shall annoy, molest, interfere with or harass the other in any manner, either directly or indirectly.

**ARTICLE TWO: DIVISION OF PROPERTY**

All property, real and personal, and whatever situated which the parties own jointly or individually, or in common with each other, shall be divided as follows:

**A. REAL PROPERTY**

- The parties jointly own real property and agree that it shall be divided as follows:

The real estate located at 100 West Broad St. Columbus, OH 43021 shall be listed for sale immediately and both parties shall, with their best effort, aid in the sale. Until said real estate is sold, husband shall be responsible for the mortgage payment on said property and shall hold wife harmless therefrom notwithstanding the filing of bankruptcy. Husband shall occupy said premises and shall be responsible for the telephone, the utilities, and other miscellaneous expenses concerning said real estate. After the real property is sold, the profits from the sale of said real estate will be divided as follows: The following debts and amounts shall be paid directly from the proceeds: First National Bank \$40,000.00, Master Card \$900.00. After the aforementioned debts and outstanding mortgages have been paid, the net proceeds shall be divided equally.

**B. SPOUSAL SUPPORT**

- Neither the wife or the husband shall pay spousal support to the other party and state

that all future rights to spousal support are being waived.

**C. MOTOR VEHICLES**

- Husband shall receive, free and clear of any claims of the wife, all right, title and interest in the **1997 Ford LTD** automobile/truck. Husband shall hold wife harmless from any debts owing thereon.
- Husband shall also receive the following vehicles: **1996 Honda motorcycle**.
  
- Wife shall receive, free and clear of any claims of the husband, all right, title and interest in the **1999 Ford Mustang** automobile/truck. Wife shall hold husband harmless from any debts owing thereon.

Separation Agreement Page One of Four

SAMPLE

Page 14

**D. HOUSEHOLD GOODS**

- Husband shall receive the following household goods: **32" color television, dining room furniture, oak bedroom furniture, and kitchen dishes.**
- Wife shall receive the following household goods: **19" color television, microwave, maple bedroom furniture, living room furniture, china, and china cabinet.**

**E. PERSONAL PROPERTY**

- We agree that each party may have his/her own personal property.

**F. SAVINGS ACCOUNTS**

- Husband shall receive the following savings account(s): **First National Bank Acct.# 89225410-213 (current balance is \$600.00)**

**G. CHECKING ACCOUNTS**

- We agree that our checking accounts are already divided.

**H. CREDIT UNION ACCOUNTS AND/OR STOCKS AND/OR BONDS**

- Husband shall receive the following credit union accounts/stocks/bonds: **XYZ Company (100 shares) valued at \$35.00 per share. (\$3,500.00)**

**I. PENSION/PROFIT SHARING AND/OR IRA'S**

- Husband shall receive the following pension/profit sharing and/or IRA account(s): **Acme Corporation vested pension plan values at \$46,000.00.**
- Wife shall receive the following pension/profit sharing and/or IRA account(s): **ABC Trucking Company vested pension plan valued at \$18,000.00**

**J. LIFE INSURANCE**

- Husband shall receive the following life insurance policy, free and clear of any claims of the wife: **Term Life Insurance with National Life Insurance Company. (No Cash Value)**

**K. INCOME TAX REFUNDS AND/OR LIABILITIES**

- Husband shall pay the following amount \$ 400.00 to Internal Revenue Service for federal taxes.

**L. DEBTS**

- Husband shall pay any debts incurred by him personally from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution. Wife shall pay any debts incurred by her personally from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution.

- We agree to the payment of all debts we owe as follows:

- Husband shall pay:

<b>OBLIGATION</b>	<b>CREDITOR</b>	<b>BALANCE</b>
1. Washer and Dryer	Sears	\$ 550.00
2. Mortgage	First National Bank	\$40,000.00
3. Visa Credit Card	Acct. No. 1234-5678-9871-4263	\$ 256.00
4. IRS federal taxes	Internal Revenue Service	\$ 440.00

- Wife shall pay:

1. Medical Services	Dr. T.J. Anonymous	\$ 1,003.42
---------------------	--------------------	-------------

Separation Agreement Page Two of Four

SAMPLE

Page 15

**ARTICLE THREE: NON-USE OF OTHER'S CREDIT**

The parties agree that neither shall hereinafter incur any debts or obligations upon the credit of the other, and each shall indemnify the other from any debts and obligation so charged or incurred.

**ARTICLE FOUR: NAME CHANGE**

- The wife's name is restored to her former or maiden name of: **Mary Ann Johnson**.

**ARTICLE FIVE: COMPLETE DISCLOSURE**

The parties agree that each has made a full and complete disclosure of his or her property, and that neither has knowledge of any personal property of any kind which the parties so agreeing have any beneficial interest. If it is later discovered that either party has possession or control of, or has disposed of by gift or conveyance, any undisclosed beneficial interest in any property, such party on demand, shall transfer and assign to the other party one-half interest therein, or shall pay to the other party a sum equal to one-half of the fair market value of said beneficial interest.

**ARTICLE SIX: INCORPORATION INTO DECREE**

This Agreement or any amendment thereto, shall be submitted to any court in which a Petition for Dissolution of Marriage or action between the parties for a divorce may be pending, and if found by the Court to be fair and equitable, and approved or validated by the Court, shall be incorporated in the Final Decree of said Court as the order of said Court. It is understood that the parties contemplate the possibility of filing a divorce or dissolution within four (4) months after the execution of this separation agreement.

**ARTICLE SEVEN: COMPLETE AGREEMENT**

This Agreement shall inure to the benefits of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, and may not be modified or changed other than by further agreement of the parties in writing.

**ARTICLE EIGHT: PERFORMANCE OF NECESSARY ACTS**

Each party shall execute any and all deeds, bills of sale, or other documents, and perform any acts which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth:

**ARTICLE NINE: ADDITIONAL MATTERS**



- We agree to the following additional matters: The wife shall retain ownership of the family dog.

**ARTICLE TEN: EQUAL DIVISION**

The parties acknowledge that each is entitled to an equal division of marital property in accordance with R.C. 3105.171, and further acknowledge that the division of marital property provided for in the Agreement is not precisely equal. Accordingly, both parties waive any right to an equal division of marital property.

**ARTICLE ELEVEN: SEVERABILITY**

If any provision or clause in this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement.

Separation Agreement Page Three of Four

Page 16

SAMPLE

**ARTICLE TWELVE: APPLICABLE LAW**

All provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

**ARTICLE THIRTEEN: ATTORNEY WAIVER**

The Petitioners are aware of their rights to have an attorney represent them in this matter, hereby with full knowledge of all assets and liabilities of the marriage and of both parties own wish; the Petitioners are waiving their right to an attorney herein and specifically request the Court to proceed with full knowledge of such waiver.

**ARTICLE FOURTEEN: EFFECTIVE DATE**

This Agreement shall be effective upon the date last signed by a party to the Agreement.

\_\_\_\_\_  
**Wife's Signature**  
Signature of Petitioner/Wife

Date

\_\_\_\_\_  
**Husband's Signature**  
Signature of Petitioner/Husband

Date

**For Wife:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_Notary's Signature \_\_\_\_\_

**For Husband:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_Notary's Signature \_\_\_\_\_

Separation Agreement Page Four of Four

S A M P L E

Page 17

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
FRANKLIN COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name:	<b>John Lee Doe</b>	:	
Address:	<b>100 West Broad St.</b>	:	
	<b>Columbus, OH 43026</b>	:	Case No. <b>Court Assigned</b>
SS #:	<b>123-45-6789</b>	:	
DOB:	<b>10/09/50</b>	:	Judge _____
	Petitioner,	:	
		:	
	-and-	:	<b>DECREE OF DISSOLUTION</b>
		:	<b>OF MARRIAGE</b>
		:	
Name:	<b>Mary Ann Doe</b>	:	
Address:	<b>200 South High St.</b>	:	<b>JUDGMENT ENTRY</b>
	<b>Columbus, OH 43201</b>	:	
SS #:	<b>987-65-4321</b>	:	<b>S A M P L E</b>
DOB:	<b>11/17/54</b>	:	
	Petitioner,	:	

1. This cause came on for hearing on this \_\_\_\_\_ day of **Court Assigned Hearing Date**, 20\_\_\_\_\_, and was dully heard before the Honorable **Court Assigned Judge**, Judge of the Domestic Relations Division of the Court of Common Pleas upon the Petition for Dissolution Of Marriage, filed by both parties and the evidence.
2. Upon due consideration thereof, the Court finds that at least one of the petitioners had been a resident of the State of Ohio for at least (6) months immediately preceding the filing of the Petition herein.
3. The Court finds that the Petitioners were married as alleged on the **29th** day of **December, 1974**, in **Cincinnati, Ohio**.
4. The Court further finds that there are no minor children of this marriage.
5. The Court further finds that the Petition for Dissolution of Marriage was filed on the \_\_\_\_\_ day

of **Date of filing Petition**, 20 \_\_\_\_; service was waived thereon pursuant to law, and attached thereto was a Separation Agreement signed by the parties which is fair, just and equitable. In accordance with the Rules of the Court and the Ohio Rules of Civil Procedure, the Court finds that both spouses were duly served as required by law and said service is hereby approved, and the Court finds that the Court has jurisdiction of the claim for relief of the parties herein.

6. The Court further finds this date that both spouses appeared in open court before the Court and the parties acknowledge under oath that they voluntarily entered into the Separation Agreement appended to the Petition, that they are still in agreement as to the terms thereof, that there has been a full disclosure by each of the parties of all his or her assets, and that they seek a dissolution of marriage.

7. The Court further finds a copy of said Separation Agreement is attached hereto, marked Exhibit "A", and is incorporated herein as if fully rewritten.

Decree Page One of Two

Page 18

S A M P L E

**UPON REVIEW OF THE TESTIMONY OF BOTH PETITIONERS, THE COURT HEREBY ORDERS THAT:**

8. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither the wife nor the husband shall pay spousal support to the other party and that all future rights to spousal support are being waived.

9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:  
- the wife's name be and she is hereby restored to her former or maiden name of **Mary Ann Johnson**.

10. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petitioners shall pay the costs of this proceeding, and all further orders of the Court for which judgment is rendered and execution may issue.

11. Upon review of the testimony of both spouses, the Court hereby approves the Separation Agreement and the Court grants a Decree of Dissolution of Marriage to the petitioners, incorporating the Separation Agreement, and all orders herein.

12. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT the marriage contract heretofore existing between the parties be and is hereby dissolved and set aside and the terms of the attached Separation Agreement ordered into execution.

---

Referee  
Court of Common Pleas  
Division of Domestic Relations

---

Judge  
Court of Common Pleas  
Division of Domestic Relations

\_\_\_\_\_ County, Ohio

\_\_\_\_\_ County, Ohio

Received for filing this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Clerk Of court

\_\_\_\_\_  
Deputy Clerk

**Decree Page Two of Two**

**S A M P L E**

**Page 19**  
**COURT OF COMMON PLEAS**  
**DIVISION OF DOMESTIC RELATIONS**  
**FRANKLIN COUNTY, OHIO**

**IN RE THE MATTER OF:**

Name:	<b>John Lee Doe</b>	:	Date _____
SS #:	<b>123-45-6789</b>	:	
DOB:	<b>10/09/50</b>	:	
	Petitioner,	:	Case No. <b>Court Assigned</b>
		:	
	-and-	:	
		:	
Name:	<b>Mary Ann Doe</b>	:	
SS #:	<b>987-65-4321</b>	:	<b>WAIVER OF REPRESENTATION</b>
DOB:	<b>11/17/54</b>	:	
	Petitioner,	:	<b>S A M P L E</b>

**John Lee Doe** , does hereby acknowledge and represent that he is not represented by counsel in this proceeding. He further acknowledges that the undersigned was given full opportunity to evaluate his need for legal representation and was advised to obtain, if so desired, his own counsel. The undersigned realizes that this document constitutes and acknowledges his waiver of right to counsel in this proceeding.

\_\_\_\_\_  
**Husband's Signature**\_\_\_\_\_

Petitioner/Husband

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_Notary's Signature\_\_\_\_\_

**Waiver of Counsel (Husband) Page One of One**

**S A M P L E**

**Page 20**  
COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
FRANKLIN COUNTY, OHIO

**IN RE THE MATTER OF:**

Name:	<b>John Lee Doe</b>	:	Date _____
SS #:	<b>123-45-6789</b>	:	
DOB:	<b>10/09/50</b>	:	
	Petitioner,	:	Case No. <b>Court Assigned</b>
		:	
	-and-	:	
		:	
Name:	<b>Mary Ann Doe</b>	:	
SS #:	<b>987-65-4321</b>	:	<b>WAIVER OF REPRESENTATION</b>
DOB:	<b>11/17/54</b>	:	
	Petitioner,	:	<b>S A M P L E</b>

**Mary Ann Doe**, does hereby acknowledge and represent that she is not represented by counsel in this proceeding. She further acknowledges that the undersigned was given full opportunity to evaluate her need for legal representation and was advised to obtain, if so desired, her own counsel. The undersigned realizes that this document constitutes and acknowledges her waiver of right to counsel in this proceeding.

\_\_\_Wife's Signature\_\_\_\_\_

Petitioner/Wife

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_Notary's Signature \_\_\_\_\_

Waiver of Counsel (Wife) Page One of One

S A M P L E

Page 21  
COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
FRANKLIN COUNTY, OHIO

IN RE THE MATTER OF:

Name:	<b>John Lee Doe</b>	:	Date _____
SS #:	<b>123-45-6789</b>	:	
DOB:	<b>10/09/50</b>	:	Case No. <b>Court Assigned</b>
	Petitioner,	:	
		:	
	-and-	:	
		:	
Name:	<b>Mary Ann Doe</b>	:	
SS #:	<b>987-65-4321</b>	:	<b>WAIVER OF FOURTEEN DAY</b>
DOB:	<b>11/17/54</b>	:	<b>OBJECTION PERIOD</b>
	Petitioner,	:	

S A M P L E

The parties, this day in open Court before the Referee having heard the recommendations by him/her made and being in agreement therewith or having no objections thereto, do hereby waive their right to file objections thereto under Rule 53 and consent to immediate Entry of said recommendation(s) as the order of the Court to take effect upon docketing. Each party acknowledges that this is a voluntary act and each party understands that they are under no legal duty to sign this waiver.

\_\_\_\_\_  
**Husband's Signature**  
Petitioner/Husband

\_\_\_\_\_  
**Wife's Signature**  
Petitioner/Wife

\_\_\_\_\_  
Referee

Waiver Of Objection Period - Page One of One

S A M P L E

Page 22

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
FRANKLIN COUNTY, OHIO

**IN RE THE MATTER OF:**

Name:	<b>John Lee Doe</b>	:	Date _____
SS #:	<b>123-45-6789</b>	:	
DOB:	<b>10/09/50</b>	:	
	Petitioner,	:	Case No. <b>Court Assigned</b>
		:	
		:	Judge _____
	-and-	:	
		:	
		:	
Name:	<b>Mary Ann Doe</b>	:	
SS #:	<b>987-65-4321</b>	:	<b>WAIVER OF PROPERTY</b>
DOB:	<b>11/17/54</b>	:	
	Petitioner,	:	

S A M P L E

The parties hereto being fully advised, hereby waive appraisal and valuation of their separate and marital property, waive determination of the period included in "duration of marriage", and waive findings of fact, and agree that while the property division herein may not be exactly equal, that it is equitable.

\_\_\_\_ **Wife's Signature** \_\_\_\_\_  
Petitioner/Wife Date

\_\_\_\_ **Husband's Signature** \_\_\_\_\_  
Petitioner/Husband Date

STATE OF OHIO )  
 ) SS:  
COUNTY OF **FRANKLIN** )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_ **Notary's Signature** \_\_\_\_\_

**Waiver of Property - Page One Of One**

**S A M P L E**

**Page 23**  
COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
**FRANKLIN COUNTY, OHIO**

**IN RE THE MARRIAGE OF:**

Name: **John Lee Doe** : Date \_\_\_\_\_  
SS #: **123-45-6789** :  
DOB: **10/09/50** :  
Petitioner, : Case No. \_\_\_\_\_  
 :  
-and- : Judge \_\_\_\_\_  
 :  
Name: **Mary Ann Doe** : **WAIVER OF**  
SS #: **987-65-4321** : **FINANCIAL DOCUMENTATION**  
DOB: **11/17/54** :  
Petitioner, : **S A M P L E**

**WAIVER**

I hereby certify that I have reviewed our financial documentation, to the extent I deem necessary, any documentation in support of computations therein, and hereby waive any right which I may have to submit such documentation to the Court for independent review. I further certify that any documentation which the Court might independently require shall be made available to the Court promptly upon request.

\_\_\_\_ **Payee's Signature** \_\_\_\_\_  
Obligee



**WAIVER**

I hereby certify that I have reviewed our financial documentation, to the extent I deem necessary, any documentation in support of computations therein, and hereby waive any right which I may have to submit such documentation to the Court for independent review. I further certify that any documentation which the Court might independently require shall be made available to the Court promptly upon request.

\_\_\_\_\_  
**Payor's Signature**\_\_\_\_\_

Obligor

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public Notary's Signature\_\_\_\_\_

**Waiver of Financial Documentation - Page One Of One**

**S A M P L E**

**Page 24**

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
FRANKLIN COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name: <b>John Lee Doe</b>	:	Case No. <b>Court Assigned</b>
SS #: <b>123-45-6789</b>	:	<b>ASSETS AND LIABILITIES AS</b>
Petitioner,	:	<b>OF: April 15, 2000</b>
-and-	:	
Name: <b>Mary Ann Doe</b>	:	<b>FINANCIAL DISCLOSURE</b>
SS #: <b>987-65-4321</b>	:	<b>AFFIDAVIT</b>
Petitioner,	:	<b>S A M P L E</b>

INSTRUCTIONS: YOU ARE TO DISCLOSE ALL SUCH INFORMATION THAT IS REQUESTED HEREIN AND BY THE FRANKLIN COUNTY COURT OF COMMON PLEAS, DIVISION OF DOMESTIC RELATIONS. BE SPECIFIC, LIST ALL ASSETS, LIABILITIES, INCOME SOURCES AND RETIREMENT ACCOUNTS SEPARATELY. ALSO LIST ACCOUNT NUMBERS, NAMES, LOCATIONS AND VALUES AND WHETHER JOINTLY OR INDIVIDUALLY HELD.

**ASSETS:**

Cash **200.00**  
Government Bonds **0**  
Checking Account **0**  
Savings Account **600.00**  
Accts/Notes Receivable **0**  
Stocks, Bonds, Securities **750.00 (25 shares)**

Life Ins. Cash Value **0**  
Real Estate **30,000.00 equity**  
Automobiles **20,000.00**  
Other Assets (Itemize) **motorcycle 4,000.00**

**LIABILITIES:**

Notes Payable **0**  
Accounts Payable **0**

Loans on Life Ins. **0**  
Taxes **440.00**

Mortgages **\$40,000.00**  
Other Debts (Itemize)  
**Sears 550.00**  
**Visa 256.00**  
**Medical 398.00**



Support Enforcement Agency in writing within ten (10) days of the occurrence of any of the events listed on the reverse side of said Deduction Organization's copy of this order; THE DEDUCTING ORGANIZATION IS FURTHER ORDERED to notify the Child Support Enforcement Agency immediately of any lump sum payments of \$500.00 or more to be paid to the Obligor, hold the lump sum payment for thirty (30) days after the date that it is due before making payment, and upon Order of the Court pay any specified amount of the lump sum payment to the **FRANKLIN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY (BUREAU OF SUPPORT)**. Notice shall be given to the Child Support Enforcement Agency no later than 45 days before payment is due unless the determination is made in less than 45 days, then immediately. Failure to send any notification required by the Court is a Contempt of Court. In addition to all powers this Court has to punish contempt the employer/Other deducting organization may also be subject to a fine of not more than \$200.00. A Deducting Organization's failure to withhold in compliance with this order could subject the employer to liability for the amount that was not withheld pursuant to O.R.C. 3113.213. The law provides penalties for an employer who discharges, refuses to hire or disciplines any employee based upon an order to withhold personal earnings. THIS ORDER APPLIES TO ALL SUBSEQUENT EMPLOYERS AND/OR OTHER SOURCES OF INCOME OF THE OBLIGOR, as determined by the Child Support Enforcement Agency. Upon the commencement of employment the Court may cancel any prior 3113.21 order and issue a Deduction Order to Obligor's employer. IT IS FURTHER ORDERED that each party to this action shall notify the Child Support Enforcement Agency, in writing, of their respective current mailing address and current residence address, and each party shall notify the court IMMEDIATELY IN WRITING of any change in either of these addresses. This duty to notify the Court of any change in address shall continue until further notice from this Court. You are notified that service of future notices shall be deemed complete upon the posting of ordinary mail to your last known address on record with the CHILD SUPPORT ENFORCEMENT AGENCY. IT IS FURTHER ORDERED that the obligor and obligee shall immediately notify the Child Support Enforcement Agency in writing of any of the events on the reverse side of their copy of this order.

**INSTRUCTIONS TO THE CLERK**

YOU ARE DIRECTED TO MAIL A COPY OF THIS ORDER TO THE DEDUCTING ORGANIZATION AND TO THE OBLIGOR AND OBLIGEE BY ORDINARY MAIL, WITH PROOF OF MAILING, UNLESS THEY HAVE ACKNOWLEDGED RECEIPT BY SIGNATURE BELOW.

Deducting Organization

Obligor

Obligee

**ACME Corporation**  
**1845 Main St.**  
**Columbus, OH 43202**  
 Current order of support is \$ 306.00 per week wk/mo. plus \$ -0- wk/mo. past due support.  
**Spousal Support Deduction Order**

**John Lee Doe**  
**100 West Broad St.**  
**Columbus, OH 43206**  
**Page 26**

**Mary Ann Doe**  
**200 South High St.**  
**Columbus, OH 43201**  
**S A M P L E**

COURT OF COMMON PLEAS  
 DIVISION OF DOMESTIC RELATIONS  
 ASHLAND COUNTY, OHIO

**(Ohio County Which You Are Changing Case To)**

**IN RE THE MATTER OF:**

Name:	<b>John Lee Doe</b>	:	Date _____
SS #:	<b>123-45-6789</b>	:	
DOB:	<b>10/09/50</b>	:	
	Petitioner,	:	Case No. _____
		:	
		:	Judge _____
	-and-	:	
		:	
		:	
Name:	<b>Mary Ann Doe</b>	:	
SS #:	<b>987-65-4321</b>	:	<b>WAIVER OF VENUE</b>
DOB:	<b>11/17/54</b>	:	
	Petitioner,	:	

**S A M P L E**

Now comes **John Lee Doe** and **Mary Ann Doe**,  
 who are at least eighteen (18) years of age and not under disability and waive venue in  
**Franklin** County, Ohio and consent to the Court herein, hearing said cause, granting a

Decree of Dissolution of Marriage, and the incorporating of the Separation Agreement herein.

\_\_\_\_\_  
**Wife's Signature**  
Petitioner/ Wife

\_\_\_\_\_  
**Husband's Signature**  
Petitioner/ Husband

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Waiver of Venue - Page One Of One

Page 27

S A M P L E

## Blank Court Forms For Parties **Without** Minor Children

### **ALL COURT FORMS MUST BE TYPED**

**WARNING:** Print these blank forms on your printer before you start typing. If you delete important information by mistake you may re-type the information on the form.

<b>Book Page Number</b>		<b>Number of Form Pages</b>
<b>29</b>	- Petition And Waiver Of Service	(1 page)
<b>30</b>	- Waiver of Service of Summons (A few county courts may require that the waiver of service be on a separate form)	(1 page)
<b>31</b>	- Separation Agreement (Exhibit "A")	(5 pages)
<b>36</b>	- Decree Of Dissolution Of Marriage	(3 pages)
<b>39</b>	- Waiver Of Representation (husband)	(1 page)
<b>40</b>	- Waiver Of Representation (wife)	(1 page)
<b>41</b>	- Waiver Of Fourteen Day Objection Period	(1 page)
<b>42</b>	- Waiver Of Property	(1 page)
<b>43</b>	- Waiver Of Financial Documentation	(1 page)

- 44 - Financial Disclosure Affidavit (Franklin County)
  - Assets (1 page)
- 45 - Financial Disclosure Affidavit (Hamilton County)
  - Income (1 page)
- 46 - Financial Disclosure Affidavit (Cuyahoga County)
  - Income and Expenses (3 pages)

**If You Request Spousal Support:**

- 47 - Spousal Support Deduction Order \*employer (1 page)  
(complete only if one party is paying spousal support/alimony)

**Complete only if changing court hearing to another Ohio county**  
other than than your county of residence

- 48 - Waiver Of Venue (1 page)

Note: First **print all forms** on your printer **before** you begin typing the requested information. If you delete information by mistake, you may then examine the blank form to re-type the information onto the form. Type the information requested on the forms through your word processor such as full legal names of the parties, date-of-birth, social security numbers, property and debt information, etc. and delete all information on the form which does not apply to your marriage situation or your dissolution. Use the sample forms and your worksheets as guides to complete the necessary information requested on the forms. Then print the completed typed forms on your printer. These forms are then filed with the court to receive final approval of the dissolution of marriage.

**Page 28**  
COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name: \_\_\_\_\_ :  
Address \_\_\_\_\_ :  
\_\_\_\_\_ :  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ :  
Telephone #: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

Case No. \_\_\_\_\_

-and-

**PETITION FOR DISSOLUTION  
OF MARRIAGE AND WAIVER  
OF SERVICE OF SUMMONS**

Name: \_\_\_\_\_ :  
Address \_\_\_\_\_ :  
\_\_\_\_\_ :  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ :  
Telephone #: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months or more immediately prior to filing this Petition.
2. Petitioners were married on the \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_.
3. There are no minor children of this marriage.
4. A Separation Agreement, agreed to and signed by both Petitioners, which provides for a division of all

property and spousal support, where applicable, is attached hereto and incorporated herein.

5. Both Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement

submitted to the Court as Exhibit A; appended to the Petition herein; that they are satisfied with its terms; and that they seek a Dissolution of the Marriage.

6. The wife is not pregnant.

WHEREFORE, both Petitioners request the Court to grant a Dissolution of Marriage, incorporating the attached Separation Agreement.

Signature of Petitioner/Wife \_\_\_\_\_ Date \_\_\_\_\_ Signature of Petitioner/Husband \_\_\_\_\_ Date \_\_\_\_\_

**WAIVER OF SERVICE OF SUMMONS**

Petitioners state that they are at least eighteen (18) years of age and not under disability, and waive service of summons herein, and consent to the Court herein granting a Decree of Dissolution of Marriage, incorporating the Separation Agreement herein.

Signature of Petitioner/Wife \_\_\_\_\_ Date \_\_\_\_\_ Signature of Petitioner/Husband \_\_\_\_\_ Date \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )  
Sworn to and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Notary Public \_\_\_\_\_

**Petition - Page One of One**

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name: \_\_\_\_\_ :  
Address \_\_\_\_\_ :  
\_\_\_\_\_ : Case No. \_\_\_\_\_  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ : Judge: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

-and-

Name: \_\_\_\_\_ :  
Address \_\_\_\_\_ :  
\_\_\_\_\_ :  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ :  
Telephone #: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

**WAIVER OF SERVICE  
OF SUMMONS**

1. I, \_\_\_\_\_, state that I am at least eighteen (18) years of age and not under any disability. I have received a copy of the Petition for a dissolution of my marriage filed herein and voluntarily enter my appearance and consent to the Court granting a Decree of Dissolution of Marriage, incorporating the Separation Agreement herein. I hereby waive service of summons in this proceeding as authorized by Civil Rule 4(D) of the Rules of Civil Procedure.

\_\_\_\_\_  
Signature of Petitioner/Husband Date

2. I, \_\_\_\_\_, state that I am at least eighteen (18) years of age and not under any disability. I have received a copy of the Petition for a dissolution of my marriage filed herein and voluntarily enter my appearance and consent to the Court granting a Decree of Dissolution of Marriage, incorporating the Separation Agreement herein. I hereby waive service of summons in this proceeding as authorized by Civil Rule 4(D) of the Rules of Civil Procedure.

\_\_\_\_\_  
Signature of Petitioner/Wife Date

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

**Waiver of Service of Summons - Page One of One**  
**SEPARATION AGREEMENT**  
**Exhibit "A"**

This Separation Agreement voluntarily made and entered into by Petitioner/Wife,  
\_\_\_\_\_ hereinafter referred to as "Wife", and Petitioner/Husband,  
\_\_\_\_\_ hereinafter referred to as "Husband", represents that:

1. The date and place of the marriage of the Petitioners are:  
Date Of Marriage: \_\_\_\_\_ Place of Marriage: \_\_\_\_\_, \_\_\_\_\_
2. Differences have arisen between the Petitioners and we are now living separate and apart from each other.
3. The parties hereto desire to, and by this Agreement do, settle and determine and hereby provide for a division of all property belonging to the parties, spousal support, where applicable.

NOWHEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE ONE: SEPARATION**

Each party shall hereinafter continue to live separate and apart from each other, and neither shall annoy, molest, interfere with or harass the other in any manner, either directly or indirectly.

**ARTICLE TWO: DIVISION OF PROPERTY**

All property, real and personal, and whatever situated which the parties own jointly or individually, or in common with each other, shall be divided as follows:

**A. REAL PROPERTY**

- We have no real property.
- The husband has real property which he owned prior to marriage and the wife is waiving her claims on his real property, now and in the future.
- The wife has real property which she owned prior to marriage and the husband is waiving all his claims on her real property, now and in the future.
- The parties jointly own real property and agree that it shall be divided as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. SPOUSAL SUPPORT**

- Neither the wife or the husband shall pay spousal support to the other party and state that all future rights to spousal support are being waived.
- \_\_\_\_\_ shall pay spousal support to the \_\_\_\_\_ in the amount of \_\_\_\_\_ per week, plus \_\_\_\_\_ % poundage, payable through the \_\_\_\_\_ County Bureau of Support/Support Enforcement Agency effective \_\_\_\_\_, 20 \_\_\_\_\_. Said spousal support shall terminate on \_\_\_\_\_ 20 \_\_\_\_ or upon the happening of the earliest of the following events: death of the spouse receiving or paying the spousal support, cohabitation with another person, or \_\_\_\_\_.

Separation Agreement Page One of \_\_\_\_\_

**C. MOTOR VEHICLES**

- There are no motor vehicles.
- Husband shall receive no motor vehicle.
- Husband shall receive, free and clear of any claims of the wife, all right, title and interest in the \_\_\_\_\_ automobile/truck.  
Husband shall hold wife harmless from any debts owing thereon.
- Husband shall also receive the following vehicles: \_\_\_\_\_.
- Wife shall receive no motor vehicle.
- Wife shall receive, free and clear of any claims of the husband, all right, title and interest in the \_\_\_\_\_ automobile/truck.  
Wife shall hold husband harmless from any debts owing thereon.
- Wife shall also receive the following vehicles: \_\_\_\_\_.

**D. HOUSEHOLD GOODS**

- We agree that our household goods and possessions are already divided and we are satisfied with the division there.
- Husband shall receive the following household goods: \_\_\_\_\_
- Wife shall receive the following household goods: \_\_\_\_\_
- See the attached list for the division of household goods.

**E. PERSONAL PROPERTY**

- We agree that our personal property is already divided.
- We agree that each party may have his/her own personal property.



- See attached list for the division of personal property.

**F. SAVINGS ACCOUNTS**

- We agree that our savings accounts are already divided and we are satisfied with the division,
- Husband shall receive the following savings account(s): \_\_\_\_\_.
- Wife shall receive the following savings account(s): \_\_\_\_\_.
- We have no savings account.

**G. CHECKING ACCOUNTS**

- We agree that our checking accounts are already divided.
- Husband shall have the following checking account(s): \_\_\_\_\_.
- Wife shall have the following checking account(s): \_\_\_\_\_.
- We have no checking accounts.

**H. CREDIT UNION ACCOUNTS AND/OR STOCKS AND/OR BONDS**

- We agree that the above listed assets are already divided and we are satisfied with the division.
- Husband shall receive the following credit union accounts/stocks/bonds: \_\_\_\_\_.
- Wife shall receive the following credit union accounts/stocks/bonds: \_\_\_\_\_.
- We do not have any credit union accounts and/or stocks and/or bonds.

**I. PENSION/PROFIT SHARING AND/OR IRA'S**

- We agree that the above listed assets are already divided and we are satisfied with the division.
- Husband shall receive the following pension/profit sharing and/or IRA account(s) \_\_\_\_\_.
- Wife shall receive the following pension/profit sharing and/or IRA account(s): \_\_\_\_\_.
- We do not have any pension/profit sharing and/or IRA accounts.

Separation Agreement Page Two of \_\_\_\_\_

**J. LIFE INSURANCE**

- We agree that the cash value of our life insurance policies has already been divided.
- Husband shall receive the following life insurance policy, free and clear of any claims of the wife \_\_\_\_\_.
- Wife shall receive the following life insurance policy, free and clear of any claim of the husband: \_\_\_\_\_.
- The parties have no life insurance policies with a cash surrender value.

**K. INCOME TAX REFUNDS AND/OR LIABILITIES**

- We agree that our income tax refund(s) for the last year has been divided to our satisfaction.
- Husband shall receive the following amount from our joint refund: \$ \_\_\_\_\_.
- Husband shall pay the following amount \$ \_\_\_\_\_ to \_\_\_\_\_ for taxes.
- Wife shall receive the following amount from our joint refund: \$ \_\_\_\_\_.
- Wife shall pay the following amount \$ \_\_\_\_\_ to \_\_\_\_\_ for taxes.

**L. DEBTS**

- Husband shall pay any debts incurred by him personally from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution.
- Wife shall pay any debts incurred by her personally from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution.
- We have no debts.
- We agree to the payment of all debts we owe as follows:
  - Husband shall pay:

OBLIGATION	CREDITOR	BALANCE
------------	----------	---------

- 1.
- 2.
- 3.
- 4.
- 5.

- Wife shall pay:

- 1.
- 2.
- 3.
- 4.
- 5.

**ARTICLE THREE: NON-USE OF OTHER'S CREDIT**

The parties agree that neither shall hereinafter incur any debts or obligations upon the credit of the other, and each shall indemnify the other from any debts and obligation so charged or incurred.

**ARTICLE FOUR: NAME CHANGE**

- The wife's name is not changed.
- The wife's name is restored to her former or maiden name of: \_\_\_\_\_.

**ARTICLE FIVE: COMPLETE DISCLOSURE**

The parties agree that each has made a full and complete disclosure of his or her property, and that neither has knowledge of any personal property of any kind which the parties so agreeing have any beneficial interest. If it is later discovered that either party has possession or control of, or has disposed of by gift or conveyance, any undisclosed beneficial interest in any property, such party on demand, shall transfer and assign to the other party one-half interest therein, or shall pay to the other party a sum equal to one-half of the fair market value of said beneficial interest.

Separation Agreement Page Three of \_\_\_\_\_

**ARTICLE SIX: INCORPORATION INTO DECREE**

This Agreement or any amendment thereto, shall be submitted to any court in which a Petition for Dissolution of Marriage or action between the parties for a divorce may be pending, and if found by the Court to be fair and equitable, and approved or validated by the Court, shall be incorporated in the Final Decree of said Court as the order of said Court. It is understood that the parties contemplate the possibility of filing a divorce or dissolution within four (4) months after the execution of this separation agreement.

**ARTICLE SEVEN: COMPLETE AGREEMENT**

This Agreement shall inure to the benefits of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, and may not be modified or changed other than by further agreement of the parties in writing.

**ARTICLE EIGHT: PERFORMANCE OF NECESSARY ACTS**

Each party shall execute any and all deeds, bills of sale, or other documents, and perform any acts which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth:

**ARTICLE NINE: ADDITIONAL MATTERS**

- There are no additional matters that we have agreed to or need to agree to.
- We agree to the following additional matters: \_\_\_\_\_



**For Husband:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

Separation Agreement Page Five of \_\_\_\_\_

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name: \_\_\_\_\_ :  
Address: \_\_\_\_\_ :  
\_\_\_\_\_ :  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

-and-

Name: \_\_\_\_\_ :  
Address \_\_\_\_\_ :  
\_\_\_\_\_ :  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

**DECREE OF DISSOLUTION  
OF MARRIAGE**

**JUDGMENT ENTRY**

1. This cause came on for hearing on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and was dully heard before the Honorable \_\_\_\_\_, Judge of the Domestic Relations Division of the Court of Common Pleas upon the Petition for Dissolution Of Marriage, filed by both parties and the evidence.

2. Upon due consideration thereof, the Court finds that at least one of the petitioners had been a resident of the State of Ohio for at least (6) months immediately preceding the filing of the Petition herein.

3. The Court finds that the Petitioners were married as alleged on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

4. The Court further finds that there are no minor children of this marriage.

5. The Court further finds that the Petition for Dissolution of Marriage was filed on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_; service was waived thereon pursuant to law, and attached thereto was a Separation Agreement signed by the parties which is fair, just and equitable. In accordance with the Rules of the Court and the Ohio Rules of Civil Procedure, the Court finds that both spouses were duly served as required by law and said service is hereby approved, and the Court finds that the Court has jurisdiction of the claim for relief of the parties herein.

6. The Court further finds this date that both spouses appeared in open court before the Court and the parties acknowledge under oath that they voluntarily entered into the Separation Agreement appended to the Petition, that they are still in agreement as to the terms thereof, that there has been a full disclosure by each of the parties of all his or her assets, and that they seek a dissolution of marriage.

7. The Court further finds a copy of said Separation Agreement is attached hereto, marked Exhibit "A", and is incorporated herein as if fully rewritten.

Decree Page One of \_\_\_\_\_

**UPON REVIEW OF THE TESTIMONY OF BOTH PETITIONERS, THE COURT HEREBY ORDERS THAT:**

8.  IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither the wife nor the husband shall pay spousal support to the other party and that all future rights to spousal support are being waived.

**OR**

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_, per \_\_\_\_\_ which includes 2% processing charge per \_\_\_\_\_ for spousal support. Said spousal support shall terminate on \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_\_, or upon the death of the spouse receiving or paying the spousal support, cohabitation with another person or \_\_\_\_\_.

For administrative purposes only, this order shall be administered in the total amount of spousal support of \$ \_\_\_\_\_ per **Month**, plus a 2% processing charge, for a total **Monthly** payment of \$ \_\_\_\_\_. Said spousal support shall be paid through the \_\_\_\_\_ County Support Enforcement Agency (C.S.E.A.). Any payments which are not made through C.S.E.A. shall not be considered as payment of support. Said spousal support shall be secured by means of a support withholding or deduction notice to obligor's income source or order to post bond.

INCOME SOURCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

All spousal support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate court order issued in accordance with section 3113.21 of the Revised Code or withdrawal directive issued pursuant to section 3113.214 of the Revised Code and shall be forwarded to the obligee in accordance with sections 3113.21 to 3113.213 of the Ohio Revised Code. All payments in satisfaction of said obligation which are not made through the \_\_\_\_\_ County Support Enforcement Agency account shall be deemed as gifts. The arrearage in the Support Enforcement Agency account shall be reduced (o) zero as of the commencement date.

**9. IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT** regardless of the frequency or amount of spousal support payment to be made under this order, the Support Enforcement Agency that is required to administer the order shall administer it on a monthly basis. Payments under the order are to be made in the manner ordered by the Court and, if the payments are to be made other than on a monthly basis, the required monthly administration by the agency does not effect the frequency or the amount of the support payments to be made under the order.

**10. IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT** all spousal support and/or spousal support ordered by this order shall be withheld or deducted from the wages or assets of the Obligor under the order in accordance with ORC 3113.21 and shall be forwarded to the Obligee under the order in accordance with ORC 3113.21 to 3113.24. The specific withholding or deduction requirements or other appropriate requirements to be used to collect the support shall be set forth in and determined by reference to the notices that are mailed by the Court or Support Enforcement Agency in accordance with ORC 3113.21(A)(2) and (D) and 2301.371 or the court orders that are issued and mailed in accordance with ORC 3113.21(D)(6), (D) (7), or (H), and shall be determined without the need for any amendment to the support order. Those notices and court orders, plus the notices provided by the court or agency that require the person who is required to pay support to notify the Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and are enforceable by the court.

**Decree Page Two of \_\_\_\_\_**

**11. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:**  
- the wife's name is not changed. **OR**  
- the wife's name be and she is hereby restored to her former or maiden name of \_\_\_\_\_.

**12. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that** the Petitioners shall pay the costs of this proceeding, and all further orders of the Court for which judgment is rendered and execution may issue.

**13. Upon review of the testimony of both spouses, the Court hereby approves the Separation Agreement and the Court grants a Decree of Dissolution of Marriage to the petitioners, incorporating the Separation Agreement, and all orders herein.**

**14. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT** the marriage contract heretofore existing between the parties be and is hereby dissolved and set aside and the terms of the attached Separation Agreement ordered into execution.

\_\_\_\_\_  
Referee  
Court of Common Pleas  
Division of Domestic Relations  
\_\_\_\_\_ County, Ohio

\_\_\_\_\_  
Judge  
Court of Common Pleas  
Division of Domestic Relations  
\_\_\_\_\_ County, Ohio

Received for filing this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Clerk Of court \_\_\_\_\_  
Deputy Clerk

(\*delete the following waiver clause if neither party is paying spousal support)

**WAIVER**

Now comes \_\_\_\_\_, payor, and says that he/she is eighteen (18) or more years of age and under no disability, that he/she has received a copy of the spousal support order and O.R.C. 3113.21 Order and instructions and that he/she waives service of same.

\_\_\_\_\_ Date \_\_\_\_\_ Payor

Decree Page Three of \_\_\_\_\_

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MATTER OF:**

Name: \_\_\_\_\_ : Date \_\_\_\_\_  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ : Case No. \_\_\_\_\_  
: :  
-and- : :  
: :  
Name: \_\_\_\_\_ :  
SS #: \_\_\_\_\_ : **WAIVER OF REPRESENTATION**  
DOB: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

\_\_\_\_\_, does hereby acknowledge and represent that he is not represented by counsel in this proceeding. He further acknowledges that the undersigned was given full opportunity to evaluate his need for legal representation and was advised to obtain, if so desired, his own counsel. The undersigned realizes that this document constitutes and acknowledges his waiver of right to counsel in this proceeding.

\_\_\_\_\_  
Petitioner/Husband

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

**Waiver of Counsel Husband Page One of One**

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MATTER OF:**

Name:	_____ :	Date _____
SS #:	_____ :	
DOB:	_____ :	
	Petitioner, _____ :	Case No. _____
	_____ :	
	-and- _____ :	
	_____ :	
Name:	_____ :	
SS #:	_____ :	<b>WAIVER OF REPRESENTATION</b>
DOB:	_____ :	



Petitioner, \_\_\_\_\_ :

\_\_\_\_\_, does hereby acknowledge and represent that she is not represented by counsel in this proceeding. She further acknowledges that the undersigned was given full opportunity to evaluate her need for legal representation and was advised to obtain, if so desired, her own counsel. The undersigned realizes that this document constitutes and acknowledges her waiver of right to counsel in this proceeding.

\_\_\_\_\_  
Petitioner/Wife

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

**Waiver of Counsel Wife Page One of One**  
COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MATTER OF:**

Name: \_\_\_\_\_ : Date \_\_\_\_\_  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ : Case No. \_\_\_\_\_  
Petitioner, \_\_\_\_\_ :  
-and- \_\_\_\_\_ :  
Name: \_\_\_\_\_ :  
SS #: \_\_\_\_\_ : **WAIVER OF FOURTEEN DAY**  
DOB: \_\_\_\_\_ : **OBJECTION PERIOD**  
Petitioner, \_\_\_\_\_ :

The parties, this day in open Court before the Referee having heard the recommendations by him/her made and being in agreement therewith or having no objections thereto, do hereby waive their right to file objections thereto under Rule 53 and consent to immediate Entry of said recommendation(s) as the order of the Court to take effect upon docketing. Each party acknowledges that this is a voluntary act and each party understands that they are under no legal duty to sign this waiver.

\_\_\_\_\_  
Petitioner/Husband

\_\_\_\_\_  
Petitioner/Wife

\_\_\_\_\_  
Referee

**Waiver Of Objection Period - Page One of One**

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MATTER OF:**

Name:	_____	:	Date	_____
SS #:	_____	:		
DOB:	_____	:		
	Petitioner,	:	Case No.	_____
		:		
		:	Judge	_____
	-and-	:		
		:		
Name:	_____	:		

SS #: \_\_\_\_\_ : **WAIVER OF PROPERTY**  
DOB: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

The parties hereto being fully advised, hereby waive appraisal and valuation of their separate and marital property, waive determination of the period included in "duration of marriage", and waive findings of fact, and agree that while the property division herein may not be exactly equal, that it is equitable.

\_\_\_\_\_  
Petitioner/Wife Date

\_\_\_\_\_  
Petitioner/Husband Date

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

**Waiver of Property - Page One Of One**

COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name: \_\_\_\_\_ : Date \_\_\_\_\_  
SS #: \_\_\_\_\_ :  
DOB: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :  
Case No. \_\_\_\_\_

-and-

Name: \_\_\_\_\_ :  
SS #: \_\_\_\_\_ : **WAIVER OF  
FINANCIAL DOCUMENTATION**

DOB: \_\_\_\_\_ :  
Petitioner, \_\_\_\_\_ :

**WAIVER**

I hereby certify that I have reviewed our financial documentation, to the extent I deem necessary, any documentation in support of computations therein, and hereby waive any right which I may have to submit such documentation to the Court for independent review. I further certify that any documentation which the Court might independently require shall be made available to the Court promptly upon request.

\_\_\_\_\_  
Obligee

**WAIVER**

I hereby certify that I have reviewed our financial documentation, to the extent I deem necessary, any documentation in support of computations therein, and hereby waive any right which I may have to submit such documentation to the Court for independent review. I further certify that any documentation which the Court might independently require shall be made available to the Court promptly upon request.

\_\_\_\_\_  
Obligor

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

**Waiver of Financial Documentation - Page One Of One**  
COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name: \_\_\_\_\_ : Case No. \_\_\_\_\_  
SS #: \_\_\_\_\_ : **ASSETS AND LIABILITIES**  
Petitioner, \_\_\_\_\_ : **AS OF** \_\_\_\_\_  
 :  
-and- : **FINANCIAL DISCLOSURE**  
Name: \_\_\_\_\_ : **AFFIDAVIT ORC 3113.21 (C)**  
SS #: \_\_\_\_\_ : **ASSETS AND LIABILITIES**  
Petitioner, \_\_\_\_\_ :

INSTRUCTIONS: YOU ARE TO DISCLOSE ALL SUCH INFORMATION THAT IS REQUESTED

HEREIN AND BY THE \_\_\_\_\_ COUNTY COURT OF COMMON PLEAS,  
 DIVISION OF DOMESTIC RELATIONS. BE SPECIFIC, LIST ALL ASSETS, LIABILITIES, INCOME  
 SOURCES AND RETIREMENT ACCOUNTS SEPARATELY. ALSO LIST ACCOUNT NUMBERS,  
 NAMES, LOCATIONS AND VALUES AND WHETHER JOINTLY OR INDIVIDUALLY HELD.

**ASSETS:**

Cash \_\_\_\_\_  
 Government Bonds \_\_\_\_\_  
 Checking Account \_\_\_\_\_  
 Savings Account \_\_\_\_\_  
 Accts/Notes Receivable \_\_\_\_\_  
 Stocks, Bonds, Securities \_\_\_\_\_  
 Life Ins. Cash Value \_\_\_\_\_  
 Real Estate \_\_\_\_\_  
 Automobiles \_\_\_\_\_  
 Other Assets (Itemize) \_\_\_\_\_

**LIABILITIES:**

Notes Payable \_\_\_\_\_  
 Accounts Payable \_\_\_\_\_  
 Loans on Life Ins. \_\_\_\_\_  
 Taxes \_\_\_\_\_  
 Mortgages \_\_\_\_\_  
 Other Debts (Itemize) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**INCOME:**

From Employment \_\_\_\_\_  
 Other Income (Itemize) \_\_\_\_\_

**CONTINGENT LIABILITY:**

Notes / Accounts Payable \_\_\_\_\_  
 Guarantor \_\_\_\_\_  
 Other Contingent  
 Liabilities (Itemize) \_\_\_\_\_

**RETIREMENT ACCOUNTS:**

Husband \_\_\_\_\_ Vested?  
 \_\_\_\_\_  
 Wife \_\_\_\_\_ Vested?  
 \_\_\_\_\_

This may be supplemented with additional information on attached sheets. If income is derived from a  
 business attach a profit and loss statement or copy of income tax return for the past business year and any  
 current profit and loss information statement.

\_\_\_\_\_  
 Petitioner / Husband

\_\_\_\_\_  
 Petitioner / Wife

STATE OF OHIO )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

**Financial Disclosure Affidavit - Page One Of One**

COURT OF COMMON PLEAS  
 DIVISION OF DOMESTIC RELATIONS  
 \_\_\_\_\_ COUNTY, OHIO

**IN RE THE MARRIAGE OF:**

Name:	_____ :	DATE:	_____
SS #:	_____ :	CASE NO. A:	_____
	Petitioner, _____ :	FILE NO. E:	_____
	DOB _____ :	JUDGE:	_____
	-and- _____ :		
Name:	_____ :	<b>FINANCIAL DISCLOSURE</b>	
SS #:	_____ :	<b>INCOME</b>	
	Petitioner, _____ :	<b>O.R.C. 3113.21 (C)</b>	
	DOB _____ :		

Now comes \_\_\_\_\_ and, after being duly cautioned and sworn, says:

Obligor

1. I  am employed.  
 am not employed. My employer is \_\_\_\_\_

\_\_\_\_\_  
 Employer's Payroll Address City State Zip Code

I receive  12  24  26  52 paychecks per year.

2. I  am  am not receiving Workers' Compensation under Claim No. \_\_\_\_\_  
 am  am not receiving Unemployment Compensation under Claim No. \_\_\_\_\_

3. I  do  
 do not have funds on deposit in Financial Institutions. (List all funds in all accounts in any Bank, Savings & Loan, Credit Union, Regulated Investment Company, Mutual or Other Financial Institutions. Account may include one or more of the following: checking, certificate of deposit ("CD"), investment, savings, individual retirement ("IRA"), stock options, etc. USE ADDITIONAL PAGES IF NEEDED).

Name of Financial Institution	Address of Financial Institution	Account No.	Name(s) on Account	Balance as of Date of the Affidavit
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. I have the following additional sources of income. (List sources, address and amount including but not limited to pension (public and private) annuities, allowance, sick pay, disability pay or other benefit, commissions, trusts, bonuses, profit sharing payments or distributions, lottery winnings, lump sum payments, and private Workers' Compensation payments).
- \_\_\_\_\_

5. I  do  
 do not have other assets from which child support/spousal support can be paid or secured. (If affirmative, list all such assets on a separate sheet of paper).

STATE OF OHIO )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )  
 Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Notary Public \_\_\_\_\_

I hereby acknowledge receipt of a copy of this affidavit \_\_\_\_\_  
 Oblige

**Financial Disclosure - Page One Of One**

STATE OF OHIO ) **AFFIDAVIT OF INCOME, EXPENSES**  
 ) **AND FINANCIAL DISCLOSURE**  
 COUNTY OF \_\_\_\_\_ )

Plaintiff/Defendant herein, \_\_\_\_\_ having been duly sworn states that he/she has been advised that this affidavit may be used for the following purposes: (1) to disclose completely affiant's income and expenses; (2) to assist in determining orders of child support and spousal support when applicable or any changes thereto; and (3) to provide for the issuance of an appropriate support withholding and deduction notice or other order.

Minor and/or dependent children of this marriage:

\_\_\_\_\_ D.O.B. \_\_\_\_\_ is residing with \_\_\_\_\_  
 \_\_\_\_\_ D.O.B. \_\_\_\_\_ is residing with \_\_\_\_\_  
 \_\_\_\_\_ D.O.B. \_\_\_\_\_ is residing with \_\_\_\_\_

If child is eighteen years of age, is the child still attending high school? \_\_\_\_ Yes \_\_\_\_ No

**SECTION I GROSS YEARLY INCOME**

<p><b><u>Husband</u></b>  <input type="checkbox"/> Unemployed</p> <p>_____ Name of Last Employer _____        _____ Payroll Address _____        _____ City, State, Zip _____        _____ Termination Date _____        _____ Income/Salary at the time of termination _____</p>	<p><b><u>Wife</u></b>        Unemployed <input type="checkbox"/></p> <p>_____ Name of Last Employer _____        _____ Payroll Address _____        _____ City, State, Zip _____        _____ Termination Date _____        _____ Income/Salary at the time of termination _____</p>
---	--

Employed / Self-employed   Employed / Self-employed

\$ \_\_\_\_\_ Actual or Estimate Base Yearly Wages Actual or Estimate \$ \_\_\_\_\_  
 \_\_\_\_\_ Employer \_\_\_\_\_  
 \_\_\_\_\_ Payroll Address \_\_\_\_\_  
 \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
 12 24 26 52 Scheduled Paychecks Per Year 12 24 26 52  
 \$ \_\_\_\_\_ Ordinary and Necessary Business Expenses \$ \_\_\_\_\_

<p><b>Other Income of Husband</b></p> <p>\$ _____ Unemployment Benefits \$ _____        \$ _____ Social Security or Other Disability Benefits \$ _____        \$ _____ Spousal Support Received from prior marriage \$ _____        \$ _____ Interest/Dividend Income(whether or not taxable) \$ _____        (\$ _____) Public Assistance or Supplemental Security Income (\$ _____)        \$ _____ Other Income Received \$ _____        Specify _____</p>	<p><b>Other Income of Wife</b></p> <p>\$ _____ Unemployment Benefits \$ _____        \$ _____ Social Security or Other Disability Benefits \$ _____        \$ _____ Spousal Support Received from prior marriage \$ _____        \$ _____ Interest/Dividend Income(whether or not taxable) \$ _____        (\$ _____) Public Assistance or Supplemental Security Income (\$ _____)        \$ _____ Other Income Received \$ _____        Specify _____</p>
---	--

\$ \_\_\_\_\_ Total Yearly Income \$ \_\_\_\_\_

**ANNUAL INCOME, OVERTIME AND BONUSSES EARNED**

	<b><u>Husband</u></b>	<b>(Past Three years)</b>		<b><u>Wife</u></b>
	<b>Base Income</b>	<b>Overtime and/or bonus</b>		<b>Base Income</b>
				<b>Overtime and/or bonus</b>
19 ____ year 3	\$ _____	\$ _____	19 ____ year 3	\$ _____
____ year 2	\$ _____	\$ _____	____ year 2	\$ _____
____ year 1	\$ _____	\$ _____	____ year 1	\$ _____

most recent year

**Husband** **ADJUSTMENTS** **Wife**

\$ \_\_\_\_\_ per year . . . . . Court Ordered Support Paid for Other Child(ren) . . . . . \$ \_\_\_\_\_ per year  
 \$ \_\_\_\_\_ per year . . . . . Court Order Spousal Support Paid to a Former Spouse . . . . . \$ \_\_\_\_\_ per year  
 \_\_\_\_\_ . . . . . Number of Other Dependent Children Living with the Party . . . \$ \_\_\_\_\_  
 (Excluding Unadopted Step Children)  
 \$ \_\_\_\_\_ per year . . . . . Child Support Received For other Dependent Children . . . . \$ \_\_\_\_\_ per year  
 (Indicated Immediately above)  
 \$ \_\_\_\_\_ per year. Health Insurance Premium Paid By Party if Children Included \$ \_\_\_\_\_ per year

**SECTION II AFFIANT'S MONTHLY EXPENSES**

There are \_\_\_\_\_ adults and \_\_\_\_\_ children in my household. Expenses for my **present household:**

Indicate which party is currently paying each bill. Circle **H** (husband) or **W** (wife)

- A. Housing
1. Rent or Mortgage (including taxes and insurance) . . . . H . . . . W . . . . \$ \_\_\_\_\_
  2. Utilities
    - a. Electric and Gas . . . . . H . . . . W . . . . \$ \_\_\_\_\_
    - b. Water and Sewer . . . . . H . . . . W . . . . \$ \_\_\_\_\_
    - c. Telephone (excluding long distance) . . . . . H . . . . W . . . . \$ \_\_\_\_\_
  3. Other \_\_\_\_\_ . . . . . H . . . . W . . . . \$ \_\_\_\_\_  
 \_\_\_\_\_ . . . . . H . . . . W . . . . \$ \_\_\_\_\_

**TOTAL HOUSING** . . . . . \$ \_\_\_\_\_

- B. 1. Auto repairs and license . . . . . H . . . . W . . . . \$ \_\_\_\_\_
2. Gasoline and oil . . . . . H . . . . W . . . . \$ \_\_\_\_\_
  3. Insurance . . . . . H . . . . W . . . . \$ \_\_\_\_\_  
 \_\_\_\_\_ . . . . . H . . . . W . . . . \$ \_\_\_\_\_  
 \_\_\_\_\_ . . . . . H . . . . W . . . . \$ \_\_\_\_\_  
 \_\_\_\_\_ . . . . . H . . . . W . . . . \$ \_\_\_\_\_
  4. Medical Expenses (not covered by insurance) . . . . . H . . . . W . . . . \$ \_\_\_\_\_
  5. Clothing . . . . . H . . . . W . . . . \$ \_\_\_\_\_
  6. Groceries (including food, laundry and cleaning . . . . . H . . . . W . . . . \$ \_\_\_\_\_  
 products/toiletries, lunches)
  7. Child Care Expenses:
    - a. Education and employment related only . . . . . H . . . . W . . . . \$ \_\_\_\_\_
    - b. Non-employment related . . . . . H . . . . W . . . . \$ \_\_\_\_\_

**MONTHLY TOTAL** . . . . . \$ \_\_\_\_\_

C. Monthly Installment Payments  
(Do not list expenses previously listed in Section B)

TO WHOM PAID	PURPOSE	BALANCE DUE	MONTHLY PAYMENT	PAID BY:
_____	_____	\$ _____	\$ _____	H W
_____	_____	\$ _____	\$ _____	H W
_____	_____	\$ _____	\$ _____	H W
_____	_____	\$ _____	\$ _____	H W

**MONTHLY TOTAL** . . . . . \$ \_\_\_\_\_



D. Additional monthly Expenses

Complete if you are seeking either an award of spousal support or a significant deviation from the child support schedule.

1. Special and unusual needs of the children  
Specify: \_\_\_\_\_ H...W..... \$ \_\_\_\_\_
2. Extraordinary visitation-related travel expenses ..... H...W..... \$ \_\_\_\_\_
3. Extraordinary obligations to other children, minor and  
handicapped, not step-children ..... H...W..... \$ \_\_\_\_\_
4. Mandatory deduction from wages (not taxes,  
or Social Security ..... H...W..... \$ \_\_\_\_\_
5. Additional taxes paid (not from wages) ..... H...W..... \$ \_\_\_\_\_
6. Hair Care, dry cleaning ..... H...W..... \$ \_\_\_\_\_
7. Newspapers, periodicals, and books ..... H...W..... \$ \_\_\_\_\_
8. Children's activity fees ..... H...W..... \$ \_\_\_\_\_
9. Tuition (for minor children or self) ..... H...W..... \$ \_\_\_\_\_
10. Entertainment ..... H...W..... \$ \_\_\_\_\_
11. Contributions ..... H...W..... \$ \_\_\_\_\_
12. Memberships (associations, clubs) ..... H...W..... \$ \_\_\_\_\_
13. Travel, vacations ..... H...W..... \$ \_\_\_\_\_
14. Housing Repairs ..... H...W..... \$ \_\_\_\_\_
15. Other Specify: \_\_\_\_\_ H...W..... \$ \_\_\_\_\_  
 \_\_\_\_\_ H...W..... \$ \_\_\_\_\_  
 \_\_\_\_\_ H...W..... \$ \_\_\_\_\_

**TOTAL OTHER EXPENSES** ..... \$ \_\_\_\_\_

**GRAND TOTAL MONTHLY EXPENSES (Sum of A, B, C, and .... D (optional))** ..... \$ \_\_\_\_\_

I am currently in bankruptcy YES \_\_\_\_\_ NO \_\_\_\_\_ Chapter \_\_\_\_\_ Case No. \_\_\_\_\_

Affiant states under the penalty of law that the information contained herein is complete and accurate to the best of his/her information, knowledge or belief.

\_\_\_\_\_  
Signature Affiant / Petitioner / Wife

\_\_\_\_\_  
Signature Affiant / Petitioner / Husband

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

SEAL

**Page 3**  
COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
\_\_\_\_\_ COUNTY, OHIO

\_\_\_\_\_  
Plaintiff / Petitioner

[ ] Obligor [ ] Obligee

SS#

DOB

-vs / and-

\_\_\_\_\_  
Defendant / Petitioner

[ ] Obligor [ ] Obligee

SS#

DOB

TO:

Enter \_\_\_\_\_

Date \_\_\_\_\_

Case No. A \_\_\_\_\_

File No. E \_\_\_\_\_

Judge \_\_\_\_\_

[ ] SUPPORT DEDUCTION ORDER



