

## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), between \_\_\_\_\_ (Wife) residing at \_\_\_\_\_ and \_\_\_\_\_ (Husband) residing at \_\_\_\_\_.

WHEREAS, Husband and Wife were married to each other on \_\_\_\_\_, \_\_\_\_\_ (year) at \_\_\_\_\_ (City), \_\_\_\_\_ (State).

WHEREAS, a permanent breakdown of the marriage has arisen between us and we are now living separate and apart from each other; and

[Use if there are children involved.]

WHEREAS, children were born into our marriage as follows:

Child's Name	Child's Birth Date	Child's Sex
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(hereinafter "children") and it is the further purpose of this Agreement to provide for the future custody, control and support of the said children, and

WHEREAS, it is the desire and intentions of the parties to settle by agreement all of their marital affairs with respect to property, financial matters, [spousal support or maintenance (use if applicable)] [and all issues relating to their children, including custody, visitation, and child support (use if applicable)].

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree to the following:

I. SEPARATION:

The parties agree to permanently live separate and apart from the other party, free from any control, restraint, or interference, direct or indirect, by the other party, and in all respects to live as if he or she were sole and unmarried.

II. DIVISION OF PROPERTY:

1. Husband transfers to Wife as her sole and separate property the following:

2. Wife transfers to Husband as his sole and separate property the following:

III. DIVISION OF DEBTS:

1. Husband shall pay the following debts and will not at any time hold Wife responsible for them, and shall indemnify Wife from any liability on same:

2. Wife shall pay the following debts and will not at any time hold Husband responsible for them, and shall indemnify Husband from any liability on same:

IV. ALIMONY - [Choose one of the following]:

1. Both parties hereby agree to waive any rights or claims that either may now have or in the future to receive alimony, maintenance, or spousal support from each other. Both parties understand the full import of this provision.

2. Monthly payments - The \_\_\_\_\_ shall pay to \_\_\_\_\_ for his/her support and maintenance the sum of \$ \_\_\_\_\_ per month/week. This sum shall be payable on the \_\_\_\_\_ day of each and every \_\_\_\_\_, commencing on \_\_\_\_\_, \_\_\_\_\_ (year). Said sum will continue until [choose any or all of the following]: (a) the date that either party dies; (b) the date that the receiving spouse remarries; or (c) any other specific date that both of you agree on. Both parties intend that the amount and duration of the payments \_\_\_\_\_ (may or may not) be modified by a court in the future.

3. Lump sum payment - The parties hereby agree that in full payment of any claims or rights to alimony, spousal support, or maintenance the \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_, which shall be payable on \_\_\_\_\_, \_\_\_\_\_ (year).

V. CHILD CUSTODY AND VISITATION - [Choose one of the following]:

1. The parties agree that it is in the best interest of the child(ren) that the \_\_\_\_\_ have sole physical and legal custody of the child(ren). We further agree that the custodial parent will make the major decisions regarding the care and upbringing of said child(ren). However, the other parent has the right to be notified of any major decisions. The parties also agree to share in an equitable fashion the child(ren)'s birthday, holidays, and all vacations. Furthermore, the parties agree to allow the other parent to have a frequent and liberal visitation with the child(ren).

[Optional] - If the parties cannot agree on future visitation, then the \_\_\_\_\_ will have the right to be with the child(ren) as follows: (Draft a schedule i.e., vacation periods which the child(ren) will spend with the non-custodial parent.)

2. The Husband and Wife shall share joint legal custody for the minor child(ren). Both parents shall retain full parental rights and responsibilities. Both parents shall confer with one another so that major decisions affecting the best interests and welfare of the child(ren) may be determined jointly, where reasonably possible. We further agree that \_\_\_\_\_ shall have sole physical custody of the child(ren).

Each party shall have full access to the child(ren)'s medical, dental, or school records. The parties shall consult with one another with regards to all medical and educational matters including religious education and training.

The parties also agree to share in an equitable fashion the child(ren)'s birthday, holidays and all vacations. Furthermore, the parties agree to allow the other parent to have a frequent and liberal visitation with the child(ren). The non-custodial parent will have the right to be with the child(ren) at least, but not limited to, as follows: (Note: make a detailed schedule).

VI. CHILD SUPPORT

Subject to the power of the court to modify these terms, \_\_\_\_\_ shall pay to \_\_\_\_\_ as and for child support, the sum of \$ \_\_\_\_\_ per

month/week. This sum shall be payable on the first day of each and every \_\_\_\_\_, commencing on \_\_\_\_\_, \_\_\_\_\_ (year). Said sum shall continue until the child(ren) shall have married, died, become self-supporting, or reach the age of eighteen (or, if in Alabama, nineteen). [Furthermore, if the parent obligated to pay said support receives an increase in salary or income in the future, the amount of child support shall increase proportionately.] Said sum shall be reduced by \$ \_\_\_\_\_ (or shall be reduced proportionately) for each child to reach the age of eighteen (or, if in Alabama, nineteen) or otherwise emancipated.

The parties agree that the \_\_\_\_\_ will carry and maintain life insurance naming the child(ren) as irrevocable beneficiary(ies). Said life insurance is in the amount of \$ \_\_\_\_\_.

Furthermore, it is agreed that \_\_\_\_\_ will carry and maintain adequate health, dental, and hospitalization insurance for the child(ren)'s benefit. The \_\_\_\_\_ shall each year transmit to the \_\_\_\_\_ evidence of payment showing that such dues, premiums and assessments have been paid.

#### VII. NECESSARY DOCUMENTS

The parties agree to execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other necessary things to this end.

#### VIII. INCOME TAX:

For the year \_\_\_\_\_ the parties hereto shall file separate income tax returns. Each party hereto shall receive the refund or pay additional taxes based on his or her separate income.

[Or] The parties agree to file a joint income tax return for the year \_\_\_\_\_. In the event that there is a credit of any tax payment the \_\_\_\_\_ shall pay the \_\_\_\_\_ (1/2, 1/3) of any tax payments.

[Use if child(ren) are involved.] The parties agree that the \_\_\_\_\_ may claim the federal dependency tax exemption for the child(ren).

**IX. SUBSEQUENT DISSOLUTION OF MARRIAGE:**

It is agreed that this Agreement may be offered into evidence by either party in any dissolution of marriage proceeding, and if acceptable to the Court, this Agreement shall be incorporated by reference in any Final Judgment that may be rendered. However, notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged in it but shall survive the Final Judgment and be binding on the parties for all times.

**X. REPRESENTATION:**

The parties represent to each other:

- (a) Each had the right to independent counsel. Each party fully understands their legal rights and each is signing this Agreement freely and voluntarily, intending to be bound by it.
- (b) Each has made a full disclosure to the other of his or her current financial condition.
- (c) Each understands and agrees that this Agreement is intended to be the full and entire contract of the parties.
- (d) Each agrees that this Agreement and each provision of it is expressly made binding upon the heirs, assigns, executors, administrators, successors in interest and representatives of each party.

**XI. CHANGE OF NAME:**

The parties agree that the Wife may have her name changed or restored to:

**XII. WAIVER OF BREACH:**

No waiver of any breach by any party of the terms of this Agreement shall be deemed a waiver of any subsequent breach.

XIII. ENFORCEMENT OF AGREEMENT:

Both parties agree that the Court granting the divorce, at the request of either party, insert in the Final Judgment a reservation of jurisdiction for the purpose of compelling either party to perform this Agreement, or any part thereof. The prevailing party shall be entitled to attorney's fees in connection with such proceedings.

XIV. GOVERNING LAW:

This Agreement shall be interpreted and governed by the laws of the State of

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Wife's Signature

\_\_\_\_\_  
Witnesses for Wife

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

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

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that

he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary

Affiant \_\_\_\_\_ Known \_\_\_\_\_ Produced ID

Type of ID \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

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

\_\_\_\_\_  
Witnesses for Husband

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

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

On \_\_\_\_\_ before me, \_\_\_\_\_, personally  
appeared \_\_\_\_\_ and \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that

he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary

Affiant \_\_\_\_\_ Known \_\_\_\_\_ Produced ID \_\_\_\_\_  
Type of ID \_\_\_\_\_  
(Seal)

**IF A NONLAWYER HELPED YOU FILL OUT THIS FORM THEY MUST FILL IN  
THE BLANKS BELOW** (fill in **all** blanks):

I (*name of nonlawyer*) \_\_\_\_\_, nonlawyer located at (*street*)  
\_\_\_\_\_ (*city*) \_\_\_\_\_ (*state*) \_\_\_\_\_,  
(*phone*) \_\_\_\_\_ helped (*name*) \_\_\_\_\_ who is the [ **one** only]  
\_\_petitioner **or** \_\_respondent, fill out this form.