DIVORCE SETTLEMENT AGREEMENT

This Divorce Settlement Agreement (this "Agreement") is made between _____, of _____, and _____, of _____ (each a "Spouse" and together the "Spouses"). It takes effect on the date the last Spouse signs it.

This Agreement is a contract between the Spouses. It is not a court order and does not end the marriage. It becomes part of a court's judgment only if the court approves it.

1. BACKGROUND AND THE DIVORCE CASE

The Spouses were married on _____ in _____. They separated on _____. _____ meets the residency requirement for filing for divorce in the State of _____.

The divorce case (check one): [ ] has not been filed yet; [ ] will be filed by both Spouses together; [ ] is pending in the _____, _____ County, Case No. _____.

The marriage has broken down, and the Spouses intend to end it by divorce. Neither Spouse will contest the divorce or ask for terms different from this Agreement. If no divorce is granted, or the case is dismissed and no new case is filed within 180 days, this Agreement ends unless the Spouses agree in writing to keep it.

2. CHILDREN

Minor children of the Spouses (names and dates of birth), or "none": _____ _____.

Legal custody (check one): [ ] joint; [ ] sole to _____, after consulting the other Spouse. The children will live (check one): [ ] with each Spouse about equally; [ ] mainly with _____. Parenting schedule: _____.

_____ will pay _____ child support of $_____ per month. The guideline amount would be $_____ per month. Reasons for any difference: _____. Child support must follow the state child support guidelines, and neither Spouse can give up the children's right to support.

_____ will keep the children on health insurance. Uncovered medical, child care and school costs will be shared (check one): [ ] equally; [ ] in proportion to income. College costs (check one): [ ] shared in proportion to income; [ ] shared equally; [ ] left for later. The children will be claimed for taxes by _____, and the other parent will sign IRS Form 8332 where needed.

The court must approve the terms about the children, decides them in the children's best interests, and may change them later.

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3. PROPERTY, THE HOME AND DEBTS

_____ keeps as sole property: _____
_____.

_____ keeps as sole property: _____
_____.

Each Spouse also keeps property owned before the marriage and gifts and inheritances. Unlisted personal property goes to the Spouse who has it; unlisted titled assets go to the Spouse whose sole name they are in; other jointly held assets are divided equally. Deeds and titles are signed within 30 days after the judgment.

The home at _____ (check one): [ ] is kept by _____, who will pay the other Spouse $_____ and refinance within 180 days after the judgment; [ ] will be sold and the net proceeds divided equally.

Retirement accounts and pensions (check one): [ ] each Spouse keeps his or her own; [ ] the part earned from the marriage to the separation date is divided equally, by court order where a plan requires one.

Each Spouse pays the debts in his or her own name. _____
will also pay: _____. _____ will also pay:
_____. To even out the division, _____ will pay _____
$_____ within 90 days after the judgment.

4. SUPPORT, TAXES AND NAMES

Spousal support (check one): [ ] each Spouse gives up spousal support; [ ] _____ will pay _____ $_____ per month for _____, which [ ] may / [ ] may not be changed later, to the extent the law allows; [ ] left to the court to decide. If a court finds these terms unenforceable, it may award only the support needed to avoid that result.

To secure support, each Spouse who owes support will keep life insurance of at least $_____ while support is owed.

Income tax returns for this year (check one): [ ] joint, if the Spouses are still married on December 31 and it saves tax; [ ] separate. _____ will ask the court to restore the former name _____.

5. COURT APPROVAL AND GENERAL TERMS

The Spouses will ask the court to approve this Agreement and (check one): [ ] make it part of the judgment and keep it as a contract too; [ ] make it part of the judgment only, so it merges into the judgment.

Each Spouse pays his or her own lawyer. Court filing fees and costs are paid by _____. Disputes (check one): [ ] go to court; [ ] go to mediation first.

Each Spouse made a full disclosure of income, property and debts, signs voluntarily, and was told of the right to a separate lawyer. First Spouse's lawyer: _____. Second Spouse's lawyer: _____.

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This Agreement is governed by the law of the State of _____. It is the complete agreement between the Spouses on its subject and may be changed only by a signed writing or by the court. If a court finds any part unenforceable, the rest stays in effect.

Note: rules differ by state. New York requires each spouse to sign and acknowledge the agreement before a notary, and every state sets its own residency rule, waiting period and child support guidelines. Check your state's rules before you sign.

SIGNATURES

Spouse

Signature: _____ Date: _____

Printed Name: _____

Spouse

Signature: _____ Date: _____

Printed Name: _____

NOTARY ACKNOWLEDGMENT

State of _____, County of _____. On _____, before me personally appeared _____ and _____, who proved to me through satisfactory evidence of identity to be the persons whose names are signed on this Divorce Settlement Agreement, and who acknowledged signing it voluntarily.

Notary Public: _____ My commission expires: _____

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