PETITION PRO SE				,
		,		,
RESPONDENT PR	RO SE			
	JL COUNTY		CT COURT	
In re the Marriage				
and	, Petitioner,, Respondent,	MARITA	-	ENT AGREEMENT
	This Marital Settlemond, 20, is an ag	reement to dissol	lve the marriag	
AND		,	,	
WIFE:		, ("Wife	e").	
solely used to iden version, "Husband"	nd" and "Wife" have tify the individual to " and "Wife," shall b and and Wife shall b	the local court. We known as a "Sp	When mentione bouse," and wh	ed in a singular
	E. The Couple was , State of			_, 20, in the
one)	ES . The following and the Spouses	re current membe	ers of the Arme	ed Forces: (check



IV. DATE OF SEPARATION. The date of separation of the Couple was on, 20
V. GROUNDS FOR DIVORCE. Irreconcilable differences, the irretrievable breakdown of the marriage, and incompatibility of temperament have led to the irremediable breakdown of the marriage with no possibility of reconciliation.
VI. MINOR CHILD(REN) OF THE MARRIAGE. Before or during the course of the marriage, the Couple recognizes that: (check one)
☐ - There ARE minor children of the Couple. The details related to Child Support, custody, and any other terms related to the Minor Children are found in Attachment A.
☐ - There are NO minor children of the Couple.
VII. FINANCIAL DISCLOSURE. The Couple have: (check one)
☐ - ALREADY DISCLOSED to one another their financial disclosures in accordance with State law.
☐ - WAIVED their right to view each other's financials along with any other disclosures, forms, or discovery proceedings as by right under State law.
VIII. SPOUSAL SUPPORT (ALIMONY). The Couple agree that: (check one)
☐ - There SHALL NOT be Spousal Support. Neither Spouse shall be obligated to pay, provide for, or support one another after the marriage is dissolved ("Spousal Support").
□ - There SHALL BE Spousal Support starting on, 20 The □ Husband □ Wife ("Paying Spouse") shall pay to □ Husband □ Wife ("Receiving Spouse"): (check one)
☐ - In Perpetuity . Payment of \$ shall be due on the of each month until either Spouse's death, the remarriage of the Receiving Spouse, or modification or termination by further court order, whichever occurs first ("Spousal Support").
☐ - Until an End Date . Payment of \$ shall be due on the of each month until, 20 ("Spousal Support").
☐ - On a Payment Schedule found in Attachment B ("Spousal Support").
IX. CHANGE OF CIRCUMSTANCES. The Couple agrees that: (check one)



 $\hfill\Box$ - Both Spouses

	□ - Spousal Support CANNOT Change. No court shall have jurisdiction to change the Spousal Support payment or non-payment by Husband or Wife to the other Spouse at any time. This shall be regardless of any change of circumstances that may arise. If there is Spousal Support, it cannot change EXCEPT by the Receiving Spouse's death, remarriage, or termination by further court order, whichever occurs first, which shall terminate the Spousal Support payments.
	□ - Spousal Support CAN Change. Spousal Support may be ordered payable only upon a proper showing in a change of circumstances with either Spouse. A change of circumstance is limited to: (check all that apply) □ - Job Loss □ - Joiung
	□ - Injury □ - Disability
	☐ - Illness/Disease
	□ - Other
X. HE	ALTH INSURANCE. The Couple agrees that: (check one)
	□ - Each Spouse is responsible for THEIR OWN health insurance.
	□ - Health insurance IS PROVIDED by □ Husband □ Wife ("Health Insurance Paying Spouse") to □ Husband □ Wife ("Health Insurance Receiving Spouse"). Health insurance shall include: (check all that apply) □ - Medical
	☐ - Dental
	□ - Vision Care □ - Other
	Li - Other.
Health but no	ilitate the use of such coverage for the Health Insurance Receiving Spouse, the Insurance Paying Spouse shall cooperate fully and in a timely manner, including, t limited to, obtaining and providing all necessary insurance cards and claim completing and submitting all necessary documents, and delivering all insurance ents.
XI. MA	ARITAL HOME. At the time of writing this Agreement, the Couple: (check one)
	□ - DO NOT own a home, either separately or jointly.
	□ - OWN a home, either separately or jointly, at the property address of: ("Marital Home").
	The Marital Home is currently owned by: (check one) □ - Husband □ - Wife
	☐ - Both Spouses



The follo □ - Hus	owing currently lives at the Marital Home: (check one) band
□ - Wife	
□ - Both	Spouses
□ - Plac	rital Home shall be: (check one) red for sale as part of this Agreement. placed for sale.
XII. HUSBAND'S PRO	OPERTY . It is declared by the Couple that, under this Agreement, the owner of the following assets and property:
(continued on Attachn	nent C if required, incorporated herein by reference)
	RTY. It is declared by the Couple that, under this Agreement, the er of the following assets and property:
(continued on Attachn	nent D if required, incorporated herein by reference)
XIV. PAYMENT TO B the Couple agree that	ALANCE DIVISION . To achieve an equal division of the property, : (check one)
from the □ Hus on or before accrue on the o	LL BE a cash payment in the amount of \$
	LL NOT be a payment from one Spouse to the other. The Couple plit of the assets and property was fair and divided in good faith.
	BILITIES. It is declared by the Couple that, under this Agreement, cept liability for the following:
(continued on Attachn	nent E if required, incorporated herein by reference)
XVI. WIFE'S LIABILITY Wife shall accept liabi	FIES . It is declared by the Couple that, under this Agreement, the lity for the following:
(continued on Attachn	nent F if required, incorporated herein by reference)



XVII. RETIREMENT BENEFITS. Due to either investment or employment during the

XIX. OTHER PROPERTY PROVISION. All income, earnings, assets, or other property acquired by either Spouse after the date of this Agreement shall be the separate property of the Spouse acquiring them, and each Spouse disclaims and waives any and all rights and interest in each asset acquired by the other after that date.

XX. FULL DISCLOSURE OF ASSETS. Each Spouse warrants to the other that they do not have any knowledge of any assets other than those disclosed in accordance with Section VII. If the Spouses have waived their rights to financial disclosures, then this Section shall not apply to this Agreement. If either Spouse has any knowledge of any asset other than those disclosed in accordance with Section VII, that warrantor shall transfer or pay to the warrantee, at the warrantee's election, one of the following:

- a.) If the asset is reasonably susceptible to division, a portion of the asset equal to the warrantee's interest in it;
- b.) The fair market value of the warrantee's interest in the asset on the effective date of this Agreement, plus interest at the maximum rate under State law or ten percent (10%) per annum, whichever is greater, from the effective date to the date of payment; or
- c.) The fair market value of the warrantee's interest in the asset on the date on which the warrantee discovers the existence of the asset, plus interest at the maximum rate under State law or ten percent (10%) per annum, whichever is greater, from the discovery date to the date of payment.

This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of assets.



XXI. FULL DISCLOSURE OF LIABILITIES. Each Spouse warrants to the other that he or she has not incurred nor shall incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse.

If either Spouse has incurred or does incur, on or before the effective date of this Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse, that warrantor shall fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of such liabilities.

XXII. UNDISCLOSED GIFTS. Either when this Agreement is signed or when the divorce petition is first filed, whichever occurs earliest, no gift shall be made without the other Spouse's consent. If such gift-giving does occur without the other Spouse's consent, that warrantor shall pay to the warrantee a sum equal to half of the fair market value of the asset transferred, with the fair market value to be determined, at the warrantee's election, as of either (a) the effective date of this Agreement or (b) the date on which the warrantee discovers the transfer, less any appreciation in the asset's value attributable solely to acts of the transferee(s) and successor(s). The warrantor shall further pay to the warrantee interest at the maximum rate under State law or ten percent (10%) per annum, whichever is greater, from the date elected for determination of the fair market value of the asset to the date of payment. This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from undisclosed gifts or transfers for less than adequate consideration.

XXIII. FUTURE LIABILITIES. Each Spouse warrants to the other that they shall not incur, after the effective date of this Agreement, any liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse.

a.) If either Spouse incurs, after the effective date of this Agreement, any liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse, that warrantor shall indemnify the other for any liability on the obligation, attorney fees, and related costs.

XXIV. RELEASE OF LIABILITIES AND CLAIMS. Except as otherwise provided in this Agreement, each Spouse hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage, including, but not limited to, property and support claims. The Couple have considered such claims in this Agreement.

XXV. STATUS OF TEMPORARY ORDERS. All temporary orders previously rendered by the court in the pending dissolution action of the Couple shall be deemed fully satisfied as to those acts whose performance was required on or before the effective



date of this Agreement and shall be deemed superseded by this Agreement as to those acts whose performance was not required.

XXVI. WAIVER OF RIGHTS ON DEATH OF OTHER SPOUSE. Except for any Child Support statements made in Attachment A, each Spouse hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a will or other written document executed after the effective date of this Agreement. Each Spouse believes that he or she has received a fair and reasonable disclosure of the property and financial obligations of the other Spouse.

Except for rights listed in this Agreement, the rights waived include, but are not limited to, rights to any of the following:

- a.) Property that would pass from the decedent by intestate succession;
- b.) Property that would pass from the decedent by testamentary disposition;
- c.) A probate homestead;
- d.) The setting aside of exempt property;
- e.) A family allowance;
- f.) The setting aside of an estate;
- g.) An election to take property against the decedent's will;
- h.) The statutory share of an omitted Spouse;
- i.) An appointment as executor or administrator of the decedent's estate, except as the nominee of a third Spouse legally entitled to make such a nomination;
- j.) Property that would pass from the decedent by non-probate transfer, such as the survivorship interest under a joint tenancy, a Totten trust account, or a payable-on-death account; and
- k.) Proceeds as a beneficiary of any type of insurance policy.

XXVII. RECONCILIATION. If the Couple reconcile, this Agreement shall nevertheless remain in full effect unless and until it is modified or revoked in writing and signed by the Couple.

XXVIII. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the Couple only by an instrument in writing signed by both of them, an oral agreement to the extent that the Couple executes it, or an in-court oral agreement made into an order by a court of competent jurisdiction.

XXIX. NOTICE OF BANKRUPTCY FILING. If either Spouse decides to claim any rights under the bankruptcy laws, that Spouse must notify the other of this intention in writing at least ten (10) days before filing the petition. Such notice must include, but not necessarily be limited to, the name, address, and telephone number of the attorney, if any, representing the Spouse in that proceeding and the court in which the petition shall be filed.

XXX. ATTORNEY FEES TO ENFORCE OR MODIFY AGREEMENT. Except as to reserved issues, the prevailing Spouse in any action or proceeding to enforce or modify any provision of this Agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, shall be awarded reasonable attorney fees and costs for the Spouse to be deemed the prevailing Spouse for purposes of this provision, he or she must, at least ten (10) days before the filing of any motion, provide



written notice to the other Spouse specifying the alleged breach or default, if capable of being cured, or the modification requested. The other Spouse must then be allowed to avoid implementation of this provision by curing the breach or default specified or executing an agreement for the modification requested during the ten (10) day period.

XXXI. COOPERATION IN IMPLEMENTATION. On demand of the other Spouse and without undue delay or expense, each Spouse shall execute, acknowledge, or deliver any instrument, furnish any information, or perform any other acts reasonably necessary to carry out the provisions of this Agreement. If a Spouse fails to execute any document as required by this provision, the court may appoint the court clerk or his or her authorized designee to execute the document on that Spouse's behalf.

XXXII. EFFECTIVE DATE. The effective date of this Agreement shall be the date of its execution by the second of the Couple to do so.

XXXIII. COURT ACTION. If a judgment of dissolution of marriage is obtained by either Spouse, the original of this Agreement shall be attached to the judgment. The court shall be requested to do the following:

- a.) Approve the entire Agreement as fair and equitable;
- b.) Order the Couple to comply with all of its executory provisions;
- c.) Merge the provisions relating to child custody and visitation, Child Support, Spousal Support, future acts with respect to property division, attorney fees and costs, and income tax, and only those provisions, into the judgment; and
- d.) Incorporate the remainder of the Agreement in the judgment for the sole purpose of identification.

XXXIV. ACKNOWLEDGMENTS. Each Spouse acknowledges that he or she respectively (1) is fully informed as to the facts relating to the subject matter of this Agreement, and as to the rights and liabilities of the Couple; (2) enters into this Agreement voluntarily, free from fraud, undue influence, coercion, or duress of any kind; (3) is representing themselves in an "in pro per" status and is therefore not represented by legal counsel; (4) prior to executing this Agreement, either Spouse may have this Agreement reviewed by an attorney; and (5) has read, considered, and understands each provision of this Agreement.

XXXV. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXXVI. ADDITIONAL TE	ERMS & CONDITION	ONS	

XXXVII. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Couple on these matters, superseding any previous agreement between them.

XXXVIII. SIGNATURES AND DATES. The foregoing is agreed to by:



Husband's Signature:	Date:
Print Name:	
Wife's Signature:	Date:
Print Name:	

ATTACHMENT A (CHILD SUPPORT)

Aforementioned and hereinafter known. I. FUTURE CHILDREN. The Couple: - IS NOT expecting a child in - IS EXPECTING a child on II. PHYSICAL CUSTODY. The Couple schedule: (check one) - SOLE CUSTODY is given - JOINT CUSTODY	Date of Birth: on as the "Minor Childi check one) the future. the date of ble chooses to enter in	, 20 ren."
☐ - IS EXPECTING a child on II. PHYSICAL CUSTODY. The Coupschedule: (check one) ☐ - SOLE CUSTODY is given ☐ - JOINT CUSTODY	vn as the "Minor Childi : (check one) n the future. the date of	ren." , 20
I. FUTURE CHILDREN. The Couples - IS NOT expecting a child in - IS EXPECTING a child on II. PHYSICAL CUSTODY. The Couple chedule: (check one) - SOLE CUSTODY is given - JOINT CUSTODY	c (check one) In the future. Ithe date of Sele chooses to enter in	, 20
□ - IS NOT expecting a child in □ - IS EXPECTING a child on II. PHYSICAL CUSTODY. The Coupschedule: (check one) □ - SOLE CUSTODY is given □ - JOINT CUSTODY	n the future. the date of	
☐ - IS EXPECTING a child on II. PHYSICAL CUSTODY. The Coupschedule: (check one) ☐ - SOLE CUSTODY is given ☐ - JOINT CUSTODY	the date of	
II. PHYSICAL CUSTODY. The Coupschedule: (check one) - SOLE CUSTODY is given - JOINT CUSTODY	le chooses to enter in	
•		to the following custody
☐ - JOINT CUSTODY		
	to ⊔ Husband ⊔ Wife	€.
V. PARENTING TIME/VISITATION		
with the Minor Children are as follows	<u>-</u>	e parenting time/visitation
Husband will have the following - Monday thru Friday - Every Weekend - Every Other Weeke - Limited Visitation - Other.	nd	`
Wife will have the following sch ☐ - Monday thru Friday ☐ - Every Weekend ☐ - Every Other Weeke ☐ - Limited Visitation ☐ - Other.	nd	· · · · · ·
V. NOTICE OF CHANGE OF RESIDI		



☐ - NOT ALLOWED to Move. Neither Spouse shall be allowed to move their residence more than miles away from another without the other Spouse's consent.
VI. PREVIOUS COURT ACTIONS. The Couple has: (check one)
☐ - ALREADY had custody and visitation rights administered by a court in the County of, State of Case Number
☐ - NOT had custody and visitation rights administered by a court.
VII. CHILD SUPPORT. Under this Agreement, there shall be: (check one)
☐ - NO CHILD SUPPORT . Neither Spouse is obligated to pay child support. Each Spouse shall provide direct support for the Minor Children for those periods when the Minor Children are in their physical custody.
☐ - DEFERRED child support to the local court or Child Support Services Department in the State of ("Child Support").
\Box - CHILD SUPPORT PAYMENTS . Child Support payments shall be made by the \Box Husband \Box Wife to the \Box Husband \Box Wife in the following manner:
Payments of \$ shall be due on the of each month commencing on, 20 ("Child Support").
Child Support shall continue until the first of the following events: a.) The Minor Children attains age 19, or has attained age 18 and either is not a full-time high school student or is self-supporting; b.) The Minor Children die; c.) The Minor Children enters into a valid marriage, is on active duty
with any of the armed forces of the United States of America, receives a declaration of emancipation under State law, or otherwise becomes emancipated by leaving home and becoming self-supporting;
d.) The custodial parent dies and the other parent assumes custody of the Minor Children; ore.) Further court order.
VIII. ADDITIONAL SUPPORT. Under this Agreement, there shall be: (check one)
☐ - NO ADDITIONAL SUPPORT . Neither Spouse is obligated to pay Additional Support other than the Child Support in this Agreement.
☐ - DEFERRED additional support to the local court or Child Support Services Department in the State of ("Additional Support").



☐ - ADDITIONAL SUPPORT PAYMENTS. Additional Support payments shall be made in the following manner: (check all that apply)
□ - Health and Dental Insurance. □ Husband □ Wife shall maintain coverage for each minor child under the medical and dental insurance provided through his/her employment. To facilitate the use of such coverage for the child(ren), the Couple shall cooperate fully and in a timely manner, including, but not limited to, obtaining and providing all necessary insurance cards and claim forms, completing and submitting all necessary documents, and delivering all insurance payments. For purposes of duration and modification, this provision shall be deemed part of the child support orders made by the local court in the Couples' dissolution action.
□ - Uncovered Health Care Expenses. □ Husband □ Wife shall be responsible for medical, dental, orthodontic, optical, psychiatric, psychological, and other health care expenses of the Minor Children, to the extent not covered by insurance. The Spouse incurring the expense shall present to the other Spouse an itemized statement of costs accrued or paid, proof of payment of any costs paid by the Spouse, and any necessary information about how to make payment to the provider within a reasonable time, but not more than days after accruing the costs. The reimbursing Spouse shall make the required payment or reimbursement within a reasonable time, but not more than days after notification of the amount due. For purposes of duration and modification, this provision shall be deemed part of the Child Support orders made by the court in the Couples' dissolution action.
☐ - Other . ☐ Husband the ☐ Wife agrees to make payment to the other Spouse for the following:
IX. DEPENDENTS. The following Minor Children can be used as dependents for tax-related benefits: (check all that apply and write the Minor Children's names)
☐ Husband shall have:
□ Wife shall have:
 X. CHILD SUPPORT ACKNOWLEDGMENTS. The Couple declares the following with regard to their agreement regarding Child Support: a.) The Couple are fully informed of their rights concerning Child Support, including the right to have Child Support awarded in accordance with legislatively determined guidelines; b.) This order is being agreed to without coercion or duress;

c.) The agreement is in the best interests of the child(ren) involved; and

d.) The needs of the child(ren) shall be adequately met by the stipulated amount.

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ATTACHMENT B (SPOUSAL SUPPORT)

Continuation of Section VIII:					



$\textbf{ATTACHMENT C} \; (\texttt{HUSBAND'S PROPERTY})$

Continuation of Section XII:				



ATTACHMENT D (WIFE'S PROPERTY)

Continuation of Section XIII:				
-				



ATTACHMENT E (HUSBAND'S LIABILITIES)

Continuation of Section XV :				



ATTACHMENT F (WIFE'S LIABILITIES)

Continuation of Section XVI:				
-				

