

_____,
Plaintiff,
vs.
_____,
Defendant.

Civil Action
Case Number _____

This is an agreement between _____ (referred to here as “Wife”) and _____ (referred to here as “Husband”).

They have no minor children together.

The parties want to settle between themselves all questions of alimony, division of property, debts and all other rights and obligations arising out of their marital relationship;

THEREFORE, in consideration of the mutual promises and declarations in this agreement, the parties agree as follows:

The parties shall continue to live apart and each one shall be free from all interference and control by the other, as fully as if unmarried, and each may reside at such places as he or she may choose.

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b).]

☐ (a) The _____ shall pay to the _____ as alimony, the sum of _____ Dollars (\$_____) per month, beginning on _____, and continuing monthly thereafter,

Wife Husband

- ☐ (1) until the recipient remarries or dies.
- ☐ (2) for a period of _____.

- ☐ (b) Each party expressly waives the right to receive alimony from the other party.

3. **PROPERTY DIVISION.**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b). Do not list complete account numbers.]

- ☐ (a) The parties acknowledge that they have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement.

- ☐ (b) The parties acknowledge that they did not obtain any property during their marriage.

- ☐ (c) The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Agreement. The parties agree to transfer possession and title to their property as follows:

[If you have chosen (c), check and complete only the parts that apply, from (1) through (4) below. Cross out the parts that do not apply.]

- ☐ (1) **Marital Home** - The marital home of the parties, located at the following address: _____ which has the following legal description on the deed to the property:

Wife _____ Husband _____

shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

[If you have chosen and completed the preceding paragraph (1), concerning a marital home, you may also check and complete (A) or (B), or both (A) and (B), but neither one is required.]

- ☐ (A) The _____ shall have a lien against the home in the amount of _____ Dollars (\$_____). Upon the sale or transfer of the home, the lien shall be paid.
- ☐ (B) The _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage/mortgages on the marital home, so that the _____ shall no longer be liable on the mortgage loan(s). If the _____ is not able to refinance by _____, 20____, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

- ☐ (2) **Mobile Home** - The parties' mobile home, which is described as a _____, with Vehicle Identification Number (VIN) of _____ shall be transferred to the _____.
The _____ shall be responsible for all loan payments on the mobile home after the date of _____.

- ☐ (3) **Vehicles** - The vehicles owned by the parties shall be transferred or retained as follows:

| <u>Year/Make/Model of Vehicle</u> | <u>Vehicle ID # (VIN)</u> | <u>Goes to</u> |
|-----------------------------------|---------------------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The party listed above for each vehicle shall be responsible for all car loan payments, *ad valorem* taxes, registration fees and insurance on that vehicle accruing after the following date: _____.

Wife _____ Husband _____

☐ (4) **Other Personal Property** - The parties acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, on or before

_____, 20____.

To the Wife

To the Husband

Except as otherwise specifically provided in this Agreement, the transfers listed above shall be completed no later than _____, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete the transfers required by this Agreement, this Agreement shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this Agreement, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement, except as provided in this Agreement.

Wife _____ Husband _____

4. **DEBTS.**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b). Do not list complete account numbers.]

- ☐ (a) The parties acknowledge that they have no outstanding joint or marital debts.
- ☐ (b) The responsibility for payment of the parties' joint and marital debts shall be as follows:

| <u>Creditor</u> | <u>Amount</u> | <u>Responsible Party</u> |
|-----------------|---------------|--------------------------|
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all attorney's fees and costs of collection which the other party may incur as a result of the legal action.

5. **TAX AND BANKRUPTCY CONSTRUCTION OF THIS AGREEMENT**

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments shall be nondischargeable in bankruptcy under 11 United States Code Section

Wife _____ Husband _____

523(a)(15).

6. **RESTRAINING ORDER**

(Optional — Check and complete this paragraph if applicable.)

☐ The _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking the _____. By consenting to this, the _____ in no way admits that such acts were ever done in the past, but agrees not to engage in such acts in the future. This provision shall be enforceable by the Court's contempt power.

7. **VOLUNTARINESS OF AGREEMENT**

The parties acknowledge that they have entered into this Agreement freely and voluntarily, and that it is not the result of any duress or any undue influence. We understand that we do not have to enter into this Agreement, that we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand that we have the right to certain discovery procedures that may reveal other income or assets of the other party. We have agreed to enter into this Agreement based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering all of this, we have decided to enter into this Agreement freely and voluntarily.

8. **COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire understanding of the parties. There are no representations or promises other than those expressly included in this Agreement. Each party hereby states under oath that the financial representations in this Agreement are accurate and complete, to the best of that party's information, knowledge and belief.

9. **EFFECT OF DIVORCE**

Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for

Wife _____ Husband _____

divorce, this Agreement shall be presented to the court and incorporated by reference into any judgment concerning the matters covered by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

Wife

_____ appeared
before me on _____, 200____, and
said under oath that she had read this
agreement, understood it, and was signing it
voluntarily in my presence.

Notary Public

Husband

_____ appeared
before me on _____, 200____, and
said under oath that he had read this agreement,
understood it, and was signing it voluntarily in
my presence.

Notary Public