

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement (hereafter "Agreement") is a binding agreement between Jane Doe (hereafter "Jane") and John Doe (hereafter "John").

A. John and Jane were married on _____ in _____, and have ever since been and are now husband and wife.

B. John and Jane's only children, living or deceased, are Joseph J. Doe, born _____ and Jessica K. Doe _____ (hereafter collectively "the children").

C. Irreconcilable differences between Jane and John have caused their marriage to be irretrievably broken.

D. Jane has filed a family court petition for dissolution of marriage in the Superior Court of the State of _____, County of _____ Case No. _____ (hereafter the "divorce proceedings").

E. John and Jane desire by this Agreement to voluntarily and equitably settle all of the issues between them, including but not limited to spousal maintenance, parenting arrangements, child support, property division, and debt allocation.

IT IS AGREED:

1. Personal Property

A. John transfers to Jane as her sole and separate property any and all of his rights, title and interests in the following personal property:

- (1) All personal effects, household furniture and furnishings, and all other tangible and intangible articles of personal property set forth in Exhibit 1 and designated to Jane, a copy of which is attached hereto but for purposes of confidentiality will not be filed with Court.
- (2) _____ checking account with the last four digits _____.
- (3) _____ automobile. If not previously completed, within twenty (20) days of the Agreement Date Jane will execute a transfer of title to John.

B. Jane transfers to John as her sole and separate property any and all of his rights, title and interests in the following personal property:

- (1) All personal effects, household furniture and furnishings, and all other tangible and intangible articles of personal property set forth in Exhibit 1 and

designated to Jane, a copy of which is attached hereto but for purposes of confidentiality will not be filed with Court.

(2) _____ Bank account with the last four digits _____.

(3) _____ automobile. If not previously completed, within twenty (20) days of the Agreement Date Jane will execute a transfer of title to John.

2. Retirement Benefits

A. John has an interest in a _____ IRA account (hereafter "John's retirement account").

B. Jane has an interest in a _____ 401(k) account (hereafter "Jane's retirement account").

C. John waives any and all right, title and interest in Jane's retirement accounts, and releases the same to Jane as her sole and separate property.

D. Jane waives any and all right, title and interest in John's retirement accounts, and releases the same to John as his sole and separate property.

3. Real Estate

END OF SAMPLE CONCERNING PROPERTY

4. Assignment of Debts

A. John assumes sole responsibility for and will pay the below-listed debts:

(1) _____ Visa account with the last four digits _____.

(2) _____ loan account with the last four digits _____.

B. Jane assumes sole responsibility for and will pay the below-listed debts:

(1) _____ Bank MasterCard account with the last four digits _____.

C. Any community debt which is not specifically stated in the foregoing paragraphs will be the responsibility of the party who incurred it, and John and Jane will each indemnify and hold the other harmless for any liability regarding his or her share of said community obligation.

END OF SAMPLE CONCERNING DEBTS

5. Child Support

A. Jane and John acknowledge preparing and agreeing to sign before a notary public a State of _____ "Parent's Worksheet for Child Support Amount" in negotiating monthly child support.

B. Commencing _____, John will pay through the Support Payment Clearinghouse pursuant to an Order of Assignment the total sum of \$_____ per month for support for the children. These payments will be made by John until the children are 18 years of age, emancipated, married, or self-supporting, or until the age of 19 if they are a "child attending school" as that term is defined by statute, or modified by further order of the Court.

6. Medical and Dental Insurance

A. As long as the children are eligible and until further agreement of the parties or order of the Court, Jane will be responsible for and provide through her employment medical and dental insurance for the children's benefit.

B. All obligations for health insurance and related expenses for any minor child will terminate when the child attains the age of 18 years or is otherwise emancipated, but in the event the child attains the age of 18 years while attending high school, said obligations shall continue to be provided during the period in which the child is actually attending high school but only until the child reaches 19 years of age

7. Uninsured Medical Expenses

A. John Jane will be responsible for and pay for ___% and John Jane will be responsible for and pay for ___% of any and all reasonably required uninsured medical, dental, orthodontia, optical, and mental health care expenses for the children until further agreement of the parties or they are 18 years of age, emancipated, married, or self-supporting, or until the age of 19 if they are a "child attending school" as that term is defined by Arizona statute.

B. Commencing _____ and continuing thereafter on the first day of each calendar quarter thereafter, John and Jane will account to each other for any and all uninsured medical expenses paid, with the parent who has paid less immediately reimbursing the other parent in an amount equal to 50% the difference of the total amount paid by each parent.

8. Legal Decision Making & Time Sharing

A. In developing a time-sharing plan for the children, Jane and John have reviewed and discussed the "Model Parenting Time Plans for Parent/Child Access," and wish to remain flexible and cooperative and take into consideration the children's changing developmental needs, abilities, and desires, and the scheduling responsibilities of their own employment.

B. Jane and John have developed a workable, flexible, and cooperative parenting relationship, and intend to spend time with the children on weekdays, weekends, holidays, and vacation periods, in accordance with their own and the children's wishes and schedules. However, in the event that Jane and John are unable to agree about any given weekday, weekend, holiday, or vacation period, the following provisions will apply:

END OF SAMPLE CONCERNING ANY MINOR CHILDREN

9. Necessary Documents and Actions

Both John and Jane will execute and deliver to each other any documents, and take such other actions, as reasonably may be necessary or convenient to accomplish the intentions of this Agreement.

10. Future Conflict Resolution Process

Should any disagreement arise concerning either parties compliance with this Agreement or should any dispute arise concerning either party's alleged breach of this Agreement, the parties agree to the following DISPUTE RESOLUTION PROCEDURE:

STEP ONE. The parties will in good faith first attempt to resolve the matter on their own, after first having set forth in writing to each other the details of their disagreement, dispute or proposed amendment.

STEP TWO. Should the parties be unable to reach agreement on their own, they agree to consult such experts as may provide information that may help the parties in their decision, such as family counselors or financial consultants.

STEP THREE. If the parties are still unable to reach agreement after such informal mediation, or if such an informal mediator is unavailable, they agree to seek the assistance of a formal mediator and attempt in good faith thereby to reach agreement.

11. Construed By the Laws of the State of _____

SAMPLE