

Marital Settlement Agreement

Sample Document

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
IN AND FOR _____ COUNTY, FLORIDA

CASE NO: _____

IN RE: The Marriage of

_____,
Petitioner,

and

_____,
Respondent.

MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE

We, _____, the Husband, and _____, the Wife, were married on _____, _____. Because of irreconcilable differences in our marriage, we have made this agreement on this _____ day of _____, 20____, to settle once and for all what we owe to each other and what we expect from each other. Each of us states that nothing has been held back, that we have honestly included everything we could think of in listing out assets (everything we own and that is owed to us), and our debts (everything we owe); and each of us states that we believe the other one has been open and honest in writing this agreement. Each of us agrees to sign and exchange any papers that might be needed to complete this agreement.

NO INTERFERENCE

Neither party will in any manner molest or annoy the other. Neither the husband or the Wife will call upon or visit the other without full consent and approval of the other. The parties shall live separate and apart and free from interference from the other.

DISSOLUTION OF MARRIAGE

If either party should secure a dissolution of marriage, he or she shall present this agreement to the court for approval in any judgment or decree which may be entered in such action.

EXECUTION OF SUBSEQUENT INSTRUMENTS

The parties shall execute and deliver any instruments and documents that may be necessary to carry into effect the provisions of this agreement.

DIVISION OF POSSESSIONS (EVERYTHING WE OWN):

We divide out assets (everything we own) as follows:

1. The Wife shall receive and the Husband waives and releases any claims as to the following belongings and personal property interests:

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____

2. The Husband shall receive and the Wife waives and releases any claims as to the following belongings and personal property interests:

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____

MARITAL HOME

The real property is legally described as: _____

and shall remain in the exclusive possession of _____ the Husband _____ the Wife for the following reasons and with the following conditions below, including time period of exclusive possession:

- 1. () The parties agree to sell the Marital Home and split the proceeds equally.
- () The parties agree that _____ the Husband _____ the Wife will be the sole owner of the home and agrees to pay _____ the Husband _____ the Wife \$_____.00 for their equity in the home no later than _____, 20__.

The _____ Husband _____ Wife agrees to quit claim their interest in the home upon the entry of a Final Judgment of Dissolution of Marriage.

MARITAL HOME 2

The real property is legally described as: _____

and shall remain in the exclusive possession of _____ the Husband _____ the Wife for the following reasons and with the following conditions below, including time period of exclusive possession:

- 1. () The parties agree to sell the Marital Home and split the proceeds equally.
 - () The parties agree that _____ the Husband _____ the Wife will be the sole owner of the home and agrees to pay _____ the Husband _____ the Wife \$_____.00 for their equity in the home no later than _____, 20__.
- The _____ Husband _____ Wife agrees to quit claim their interest in the home upon the entry of a Final Judgment of Dissolution of Marriage.

Additionally:

- () The parties agree to the following conditions on the marital home:

DIVISION OF BILLS AND DEBTS

- 1. The Husband shall pay the following bills and will not at any time ask the Wife to pay bills:
DEBTS: *Give account numbers for all credit cards and loans

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____

2. The Wife shall pay the following bills and will not at any time ask the Husband to pay these bills:

DEBTS: *Give account numbers for all credit card and loans

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____

Neither party shall charge or cause to permit to be charged to or against the other party, nor create any obligation in the name of or against the other party, nor secure or attempt to secure any credit in connection with the other party or in his or her name. Each party shall promptly pay debts and discharge all financial obligations which he or she may incur for himself or herself, and shall indemnify the other against any and all debts which he or she may incur.

MINOR CHILDREN CUSTODY, VISITATION, AND SUPPORT

1. There (is, are) _____ minor child(ren) of the marriage to wit:

NAME	DOB	AGE	SEX
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

No other children are expected.

2. The parental responsibility of the child(ren) shall be:

() Shared

() Sole to _____ for the following reasons:

3. The child(ren) shall live with (Primary Residence) the

() Father () Mother

who will have custody and control and be the custodial parent.

4. The Following visitation shall be followed by the non-custodial parent:

- () Liberal and Reasonable, with no less than 24 hours notice to the other party.
- () Scheduled as follows:

VISITATION SCHEDULE

TELEPHONE CONTACT: The non-custodial parent shall have open telephone contact with the minor children at all reasonable times.

WEEKEND CONTACT: The non-custodial parent shall have contact with the minor children on alternating weekends with the weekend commencing Friday at 6:00pm until Sunday at 6:00pm. The parties shall ensure that the minor children complete their religious training if they are currently enrolled and actively participating. If the children have homework or tests on Friday, it is the parent's responsibility to ensure that the children's homework is completed and they are prepared for their test.

HOLIDAYS: Holiday visitation shall include the weekend prior if the holiday falls on a Monday and Tuesday and if there is no school on that Monday. If there is school, then the contact shall be for the holiday excluding the weekend. Holiday and special events contact shall take precedence over alternating weekend visitation.

(a) Thanksgiving: The Father shall have the minor children during odd-numbered years and the Mother shall have the minor children during even-numbered years, including the weekend, commencing 6:00 p.m. the Wednesday preceding Thanksgiving Day.

(b) Labor Day: The Father shall have the minor children during even-numbered years and the Mother shall have the minor children during odd-numbered years, including weekends.

(c) Fourth of July: The Father shall have the minor children during odd-numbered years and the Mother shall have the minor children during even-numbered years, including the weekend, commencing at 10:00 a.m.

(d) Mother's Day / Father's Day: Father's Day shall be spent with the Father and Mother's Day shall be spent with the Mother, each and every year hereinafter, including the weekend. Commencing at 10:00 a.m.

(e) Memorial Day: The Father shall have the minor children during odd-numbered years and the Father shall have the minor children during even-numbered years, including weekends.

(f) Christmas: The Father shall have the minor children during even-numbered years and the Mother shall have the minor children during odd-numbered years, beginning at 9:00am Christmas Day until 6:00pm Christmas Day. Christmas Eve will be spent with the parent that does not have Christmas Day visitation. It is the responsibility of the parent that has the child on Christmas Eve to deliver the child to the other parent at 9:00am Christmas morning.

VACATION: If either party leaves the state of Florida to go on vacation with the minor children, the other party is to be notified and given the whereabouts and phone numbers for the minor children.

Additions or changes to the above visitation:

CHILD SUPPORT

5. Child Support is to be paid to the Primary Residential parent in accordance with the Florida Child Support Guidelines. The _____ Husband _____ Wife agrees to pay the sum of \$_____ per month, \$_____ per week, \$_____ bi-weekly, \$_____ semi-monthly, as support and maintenance for the minor child(ren) in the physical custody of the other parent. Child Support shall be adjusted, according to the then existing child support guidelines, upon the occurrence of any of the following events: A child becoming 18 years of age, marrying or becoming self-supporting; the death of a child; or a legal change in custody. The payor parent shall pay all clerk's fees as required by law. All payments are required to be made to:

_____ Seminole County Clerk of the Circuit Court, Support Division, Seminole County Courthouse, Room 206, Sanford, or P.O. Box 819, Sanford, Florida 32772

_____ Orange County Clerk of the Circuit Court, Support Division, Orange County Courthouse, Room 247, Orlando, or P.O. Box 2591, Orlando, Florida 32802 (together with the statutory service charge of 4% of the payment or \$5.25 whichever is less.)

_____ The party's agree that there will be no child support from the non-custodial parent because the non-custodial parent will provide clothing, school supplies, and other needs of the child(ren).

6. The party's agree to the following child support: _____

INSURANCE

_____ The _____ Husband _____ Wife agrees to provide _____ Health _____ Dental _____ Vision _____ Orthodontic insurance on the minor child(ren). The party that is providing insurance will provide an insurance card to the other party each time the card is renewed.

_____ The Husband and Wife agree to split all Health, Dental, Vision, and Orthodontic costs not covered by insurance.

_____ Both party's will be informed and have input to any of the above costs prior to any visit, unless it is an emergency.

SPOUSAL SUPPORT (ALIMONY)

1. () The parties agree that there will not be alimony paid by either spouse to the other spouse.

() The parties agree that there will be permanent periodic alimony, the _____ will pay the _____ alimony in the amount of \$_____ per (week, month), such payments will begin as of _____, 20__ and continue until _____

() The parties agree that there will be rehabilitative alimony so that the _____ is able to be rehabilitated by doing the following _____

() The parties agree that alimony will be a lump sum nature, and that the _____ will give to the _____, the following spousal support in the following manner: _____

WAIVER OF ATTORNEY'S FEES

Each party agrees to be responsible for his or her own attorney fees and court costs.

ENFORCEMENT

Each party agrees on the demand of the other to execute or deliver any instruments, furnish any information, or perform any other act reasonably necessary to carry out the purposes of this agreement. Either party who fails to comply with the provisions of this agreement shall reimburse the other for any expenses including attorney fees and court costs that as a result of this failure became reasonably necessary for carrying out the agreement.

REPRESENTATIONS

The parties represent to each that:

1. Each has had or has been advised to seek independent legal advice from the counsel of his or her own choosing in the negotiation of this agreement. Each party fully understands the terms of this agreement and freely and voluntarily signs the agreement.
2. Each party has made a full disclosure to the other of his or her assets and current financial condition.

3. Each party understands and agrees that this agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements made by them on the subjects covered by this agreement.
4. The provisions of this agreement shall not be modified except by written consent of the parties.

NONLAWYER DISCLOSURE

Nicholas C. Waggoner, Inc., Nicholas C. Waggoner, or any staff thereof, does not and has not given any legal advice to either party. Both party's agree to hold Nicholas C. Waggoner, Inc., Nicholas C. Waggoner, or any staff thereof, harmless from any liability arising from any litigation from this document or any other documents prepared in connection with this action. By signing this agreement, both party's agree that Nicholas C. Waggoner, Inc., Nicholas C. Waggoner, or any staff thereof did not give legal advice and only prepared the documents per their request and agree that they understand the documents fully. If Nicholas C. Waggoner, Inc., Nicholas C. Waggoner, or any staff thereof is required to testify in court as to the preparation or any other matter regarding these documents, or any other matter, the party's agree to pay \$100.00, for each staff member required to testify, per hour, in advance of any testimony in court.

WAIVER OF FINANCIAL DISCLOSURE REQUIREMENTS

1. () Because we have voluntarily made full and fair disclosure to each other of all our assets and debts, we hereby agree to waive the disclosure requirements of Rule 12.285, Florida Family Law Rules of Procedure. However, we understand that we cannot waive the requirement of filing individual financial affidavits in this action.

2. () We do not waive the disclosure requirements of Rule 12.825, Florida Family Law Rules of Procedure.

ADDITIONAL PROVISIONS

1. () There are no additional provisions that the parties wish to agree upon.
2. () The following are additional provisions that the parties wish to agree upon in contemplation of their dissolution of marriage: _____

DATED: _____

Wife's Signature

Witness as to Wife

Witness as to Wife

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared _____, who first by me being duly sworn, says that she is the _____ in the above styled cause, has read the foregoing document and has personal knowledge of the facts and matters stated in it, and that each of these facts and matters are true and correct.

SWORN TO AND SUBSCRIBED before me on _____, 20____, who is personally known to me _____ produced _____ as personal identification.

Notary Public, State of Florida
My Commission Expires: _____

DATED: _____

Husbands Signature

Witness as to Husband

Witness as to Husband

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared _____, who first by me being duly sworn, says that he is the _____ in the above styled cause, has read the foregoing document and has personal knowledge of the facts and matters stated in it, and that each of these facts and matters are true and correct.

SWORN TO AND SUBSCRIBED before me on _____, 20____, who is personally known to me _____ produced _____ as personal identification.

Notary Public, State of Florida
My Commission Expires: _____

I, Nicholas C. Waggoner, a nonlawyer, located at 501 E. State Road 434, Longwood, Florida 32750, (407) 339-8433, helped _____ fill out this form.