

Marital Settlement Agreement

THIS MARITAL SETTLEMENT AGREEMENT (this "Agreement" or this "Marital Settlement Agreement") is made and entered into by and between:

_____, formerly _____, currently residing at _____, (hereby known as the "Wife");

- and -

_____, currently residing at _____, (hereby known as the "Husband");

WHEREAS, the Parties were married on _____ in _____.

WHEREAS, on _____, the Parties decided to separate, and presently, the Parties are _____;

WHEREAS, the Husband and Wife acknowledge that the marriage has become irretrievably broken due to differences and beyond reconciliation.

WHEREAS, both Parties agreed to peacefully move forward on separate ways, they desire to set forth their agreement with respect to their rights and obligations on the final settlement of all matters arising from the dissolution of marriage, including division of property rights, debts, child visitation, custody, and child support.

NOW, THEREFORE, for and in consideration of the following covenants, and of the mutual promises contained herein, Husband and Wife, collectively known as Parties or Spouses, hereby set forth their agreement as follows:

1. Alimony

Neither spouse is seeking alimony/spousal support. (Skip to number 2)

The parties have reached an agreement on spousal support as follows:

_____ agrees to pay _____ \$ _____ per month
beginning _____ as spousal support.

The parties have also agreed that (check one):

Spousal support is limited to a time period of _____.

Spousal support is to continue for an unlimited number of years.

The parties agree that the spousal support ends doesn't end if the recipient remarries
or either party dies.

The parties agree that the court can cannot change the alimony if there is a material change in
circumstances.

The parties agree and acknowledge that the court may modify terms regarding alimony unless we
indicate above that the terms cannot be modified.

2. Marital Property

___ The parties have no marital property that needs to be decided by the court.

___ The parties have agreed to divide the marital property as follows:

3. Custody and Visitation

___ The parties do not have children under the age of 18 together. (Skip to number 4)

___ The parties have children under the age of 18 together named and aged as follows:

The parties both agree that each is a fit parent and proper person to care for _____.

The parties agree that _____ shall have primary custody of _____
subject to _____'s visitation and parenting rights as follow:

On weekends, _____ shall have time with _____ every other weekend
from _____ to _____.

On weekdays, _____ shall also have time with _____ every other
_____ from _____ to _____.

4. Child Support (if Article 3 applies)

_____ shall pay to _____ by deposit into a bank account owned and designated by _____, the sum of _____ per month as child support by the _____ day of each month, beginning _____, until such child reaches the age of 18 years. Husband and Wife agree that they shall annually review such child support agreements upon either party's request.

__ The Parties agree not to ask the court to enter a child support order at this time. The Parties agree to be responsible for supporting our child(ren) without the court specifying an amount.

5. Life Insurance for Children

Until the parties' youngest child reaches the age of _____, each party shall maintain in effect with their surviving children as equal and irrevocable beneficiaries a policy or policies of insurance on that party's life with a face value of not less than \$_____.

6. Medical Insurance and Health Expenses

So long as a child is under the age of _____, Wife and Husband agree that they shall cooperate to obtain the most economic major medical insurance coverage available for such child. Unless and until Husband and Wife agree otherwise in writing, Husband shall pay any and all costs of providing medical insurance for the children. The parties shall share equally any and all uninsured medical, dental, optical, pharmaceutical and counseling expenses for a child until the child reaches the age of _____.

7. Attorney and Mediation Fees and Costs

Each party shall pay that party's own attorney fees and costs in the pending domestic relations suit. Any mediation fees remaining to be paid at the time of the signing of this Agreement shall be paid equally by the parties.

8. Litigation Fees and Costs

If any suit, action or other proceeding (including any proceeding under the U.S. Bankruptcy Code) or appeal from a decision therein is instituted to establish, obtain, or enforce any right resulting from this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements, such additional sums as the court may adjudge reasonable as attorneys fees, both in the trial and appellate courts, whether or not such right to attorney fees is established by statute.

9. Miscellaneous

a) Release

Except as specifically provided herein, each party releases the other from any and all claims or demands of whatsoever nature which either party has or may claim to have against the other arising out of or in any way connected with their marriage to each other and its subsequent dissolution. This Agreement is intended to be a full, binding and complete settlement between the parties, except as specifically set forth herein, subject only to approval of the court.

b) Successor and Bound

Each and every provision herein shall inure to the benefit of, and be binding upon, the heirs, assigns, personal representatives and all other successors in interest of each party.

c) Non-Waiver

The failure of either party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of any right to insist upon strict performance of such provision or of any other provision of this Agreement at any time.

d) Complete Agreement

Both parties acknowledge that no representations of any kind have been made to them as an instrument to enter into this Agreement other than the representations set forth herein. Both parties further acknowledge that this Agreement contains all of the terms of their Agreement and constitutes the entire understanding between the parties.

The Parties hereby understand all parts of this Agreement and enter into it freely and voluntarily and signed this Agreement on _____.

Wife Signature

Husband Signature



This document is a PDF copy of **Divorce Settlement Agreement** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.