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Divorce Agreements

This form must be completed in full and returned with the completed Intake Form in order to qualify for an Uncontested Case.

1. Overall Agreement:

_____ **The parties have reached a complete agreement on all terms of the divorce as outlined below. Both parties have been involved in the negotiations and have participated in completing this form.**

2. Alternative Dispute Resolution Provision: In case of future disagreements, the parties agree that prior to returning to court, they shall first attempt to resolve disputes by:

_____ **General Mediation** – The parties shall submit the dispute to a mediator mutually agreed to or selected by exchanging a list of 5 and alternatively striking names.

_____ **Specific Mediator** – The parties agree to mediate with _____

_____ **Parenting Issues** – In addition to the above, any disputes related to child custody, support, or parenting time will be submitted to the following Parenting Consultant/Parenting Expediter _____

Payment of the above fees shall be split:

_____ equally _____ in proportion to the parties' income.

3. Spousal Maintenance:

_____ **Waiver** – Neither party will pay or receive spousal maintenance, now or in the future. This shall be non-modifiable.

_____ **Reservation** – Neither party will pay or receive spousal maintenance at this time, BUT the court may change this in the future, provided that _____

_____ **Payments** – Husband/**or**/Wife will pay to Husband/**or**/Wife the sum of \$_____ per month indefinitely/**or**/for a period of _____.

_____ **Buy-Out** – Instead of receiving monthly payments, Husband/**or**/Wife will receive a lump sum payment of \$_____ from the property distribution. There will then be a waiver.

4. Real Estate:

_____ **Sale:** The real estate of the parties shall be sold. The proceeds or the loss associated with the sale shall be _____. Pending the sale of the home, _____ shall be awarded occupancy of the home, payment of the PITI shall be paid by _____ payment of utilities shall be paid by _____

_____ **Award:** Husband /**or**/ Wife shall be awarded the real estate. There will/**or**/ will not be a refinance. There will/**or**/will not be a lien in favor of the other party in the amount of _____

5. Personal Property:

_____ **Already Divided:** The personal property of the parties has already been divided.

_____ **As Agreed:** The personal property shall be divided as the parties agree. If the parties are unable to agree, disputes shall be submitted to binding arbitration within 60 days of entry of the divorce. The parties shall equally share the arbitrator's fees.

6. Retirement:

_____ **Each Keep Own:** The parties shall each keep their own retirement.

_____ **Division:** The _____ account shall be divided as

follows: _____. Husband/**or**/Wife shall be responsible for preparing a QDRO.

7. Name Changes:

_____ is granted a name change to _____
_____ is granted a name change to _____

8. Health Insurance:

_____ **Each Own:** Each party shall be responsible for own insurance.

_____ **COBRA:** Husband/**or**/Wife shall be able to continue COBRA coverage. Husband/**or**/Wife shall be responsible for costs of coverage.

9. Child Provisions

A) Legal Custody

_____ The parties shall have joint legal custody
_____ Husband/**or**/Wife shall have sole legal custody

B) Physical Custody

_____ The parties shall have joint physical custody.
Husband/**or**/Wife _____ will provide the primary residence to determine school district.

_____ Husband/**or**/Wife shall have sole physical custody

C) Parenting Schedules

Regular Schedule Shall Be as Follows:

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.

Holiday Schedule as Follows: _____

D) Child Support Provisions

_____ Child Support shall be paid according to guidelines. Husband has gross monthly income of \$_____. Wife has gross monthly income of \$_____. Health insurance for the children is covered by _____, with a monthly cost attributed to the minor children of \$_____. The parties incur on average \$_____ in work or school related daycare costs. Husband/**or**/Wife has non-joint child(ren) and pays \$_____ in child support.

E) Tax Dependents

_____ Husband/**or**/Wife shall be awarded the right to claim the children as dependents for tax purposes.

_____ The parties shall alternate the right to claim the children as tax dependents with Husband/**or**/Wife claiming in odd years.

_____ The parties shall split the children for tax dependents, with Husband claiming _____ and Wife claiming _____

Other Notes About The Agreement: _____ Agreements regarding other issues (ex/ division of vehicles & other property; division of debts; life insurance):

The information that I have provided is truthful and complete to the best of my knowledge.

Date: _____

Signature: _____

Date: _____

Signature: _____