

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

Case No.: _____
Division: _____

_____,
Petitioner,

and

_____,
Respondent.

**MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE
WITH DEPENDENT OR MINOR CHILD(REN)**

We, _____, the Husband, and _____, the Wife,
being sworn, certify that the following statements are true:

1. We were married to each other on _____.
2. Because of irreconcilable differences in our marriage (no chance of staying together), we have made this agreement to settle once and for all what we owe to each other and what we can expect to receive 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 our assets (everything we own and that is owed to us) and our debts (everything we owe), and that we believe the other has been open and honest in writing this agreement.
3. We have both filed a Family Law Financial Affidavit, Florida Family Law Rules of Procedure Form 12.902(b) or (c). Because we have voluntarily made full and fair disclosure to each other of all our assets and debts, we waive any further disclosure under rule 12.285, Florida Family Law Rules of Procedure.
4. Each of us agrees to execute and exchange any papers that might be needed to complete this agreement, including deeds, title certificates, etc.

SECTION I. MARITAL ASSETS AND LIABILITIES.

5. **Division of Assets.** We divide our assets (everything we own and that is owed to us) as follows: Any personal item(s) not listed below is the property of the party currently in possession of the item(s).

A. Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.)	Current Fair Market Value
<input type="checkbox"/> Cash (on hand)	\$
<input type="checkbox"/> Cash (in banks/credit unions)	
<input type="checkbox"/>	
<input type="checkbox"/> Stocks/Bonds	
<input type="checkbox"/>	
<input type="checkbox"/> Notes (money owed to you in writing)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Money owed to you (not evidenced by a note)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Real estate: (Home)	
<input type="checkbox"/> (Other)	
<input type="checkbox"/>	
<input type="checkbox"/> Business interests	
<input type="checkbox"/>	
<input type="checkbox"/> Automobiles	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Boats	
<input type="checkbox"/> Other vehicles	
<input type="checkbox"/>	
<input type="checkbox"/> Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Furniture & furnishings in home	
<input type="checkbox"/>	
<input type="checkbox"/> Furniture & furnishings elsewhere	
<input type="checkbox"/>	
<input type="checkbox"/> Collectibles	
<input type="checkbox"/>	
<input type="checkbox"/> Jewelry	
<input type="checkbox"/>	
<input type="checkbox"/> Life insurance (cash surrender value)	
<input type="checkbox"/>	
<input type="checkbox"/> Sporting and entertainment (T.V., stereo, etc.) equipment	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Other assets	
<input checked="" type="checkbox"/> All personal belongings in the Wife's possession.	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
Total Assets to Wife	\$

B. Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these assets:

ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.)	Current Fair Market Value
<input type="checkbox"/> Cash (on hand)	\$
<input type="checkbox"/> Cash (in banks/credit unions)	
<input type="checkbox"/>	
<input type="checkbox"/> Stocks/Bonds	
<input type="checkbox"/>	
<input type="checkbox"/> Notes (money owed to you in writing)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Money owed to you (not evidenced by a note)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Real estate: (Home)	
<input type="checkbox"/> (Other)	
<input type="checkbox"/>	
<input type="checkbox"/> Business interests	
<input type="checkbox"/>	
<input type="checkbox"/> Automobiles	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Boats	
<input type="checkbox"/> Other vehicles	
<input type="checkbox"/>	
<input type="checkbox"/> Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Furniture & furnishings in home	
<input type="checkbox"/>	
<input type="checkbox"/> Furniture & furnishings elsewhere	
<input type="checkbox"/>	
<input type="checkbox"/> Collectibles	
<input type="checkbox"/>	
<input type="checkbox"/> Jewelry	
<input type="checkbox"/>	
<input type="checkbox"/> Life insurance (cash surrender value)	
<input type="checkbox"/>	
<input type="checkbox"/> Sporting and entertainment (T.V., stereo, etc.) equipment	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Other assets	
<input checked="" type="checkbox"/> All personal belongings in Husband's possession.	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
Total Assets to Husband	\$

6. Division of Liabilities/Debts. We divide our liabilities (everything we owe) as follows:

A. Wife shall pay as her own the following and will not at any time ask Husband to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY WIFE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note, or account described below is wife's, husband's, or both.)	Monthly Payment	Current Amount Owed
<input type="checkbox"/> Mortgages on real estate: (Home)	\$	\$
<input type="checkbox"/> (Other)		
<input type="checkbox"/>		
<input type="checkbox"/> Charge/credit card accounts		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/> Auto loan		
<input type="checkbox"/> Auto loan		
<input type="checkbox"/> Bank/credit union loans		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/> Money you owe (not evidenced by a note)		
<input type="checkbox"/>		
<input type="checkbox"/> Judgments		
<input type="checkbox"/>		
<input type="checkbox"/> Other		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
Total Debts to Be Paid by Wife	\$	\$

B. Husband shall pay as his own the following and will not at any time ask Wife to pay these debts/bills:

LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY HUSBAND (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is wife's, husband's, or both.)	Monthly Payment	Current Amount Owed
<input type="checkbox"/> Mortgages on real estate: (Home)	\$	\$
<input type="checkbox"/> (Other)		
<input type="checkbox"/>		
<input type="checkbox"/> Charge/credit card accounts		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/> Auto loan		
<input type="checkbox"/> Bank/credit union loans		
<input type="checkbox"/>		
<input type="checkbox"/>		

<input type="checkbox"/>		
<input type="checkbox"/> Money you owe (not evidenced by a note)		
<input type="checkbox"/>		
<input type="checkbox"/> Judgments		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
Total Debts to Be Paid by Husband	\$	\$

7. There are no Contingent Assets or Liabilities associated with this dissolution of marriage.

Contingent Assets and Liabilities (listed in Section III of our Family Law Financial Affidavits) will be divided as follows:

SECTION II. MARITAL HOME.

8. 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:

9. 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:

10. **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:

11. () 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 2:

SECTION III. SPOUSAL SUPPORT (ALIMONY).

[√ one only]

____ 12. **Each of us forever gives up any right to spousal support (alimony) that we may have.**

____ 13. () HUSBAND () WIFE agrees to pay spousal support (alimony) in the amount of \$ _____ every () week () other week () month, beginning {date} _____ and continuing until {date or event} _____.

Explain type of alimony (temporary, permanent, rehabilitative, and/or lump sum) and any other specifics: _____

[if applies] () Life insurance in the amount of \$ _____ to secure the above support, will be provided by the obligor.

SECTION IV. PARENTING PLAN.

14. A shared parenting plan is filed in this case.

SECTION V. CHILD SUPPORT.

15. () Mother () Father will pay child support, under Florida’s child support guidelines, section 61.30, Florida Statutes, to the primary residential or sole parent named above. Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), is completed and attached.

This parent shall be obligated to pay child support in the amount of \$ _____, every () week () other week () month, beginning {date} _____ and continuing until modified by court order, the youngest child turns 18, becomes emancipated, marries, dies, otherwise becomes self-supporting or, if after the age of 18, until {date} _____. 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.)

____ State of Florida, Florida Disbursement Unit, P.O. Box 8500, Tallahassee Florida 32314 (together with the statutory service charge of 4% of the payment or \$5.25 whichever is less.)

If the child support amount above deviates from the guidelines by 5% or more, explain the reason(s) here:

16. **Child Support Arrearage.**

() There are no child support arrearages at this time.

() There currently is a child support arrearage of \$_____ for retroactive child support and/or \$_____ for previously ordered unpaid child support.

The total of \$_____ in child support arrearage shall be repaid at the rate of \$_____ every () week () other week () month, beginning {date}_____, 20____ until paid in full including statutory interest.

17. **Health Insurance.** () Mother () Father will maintain health insurance coverage for the parties' minor child(ren). The party providing coverage will provide insurance cards to the other party showing coverage. **OR** () Health insurance is not reasonably available at this time. Any uninsured/unreimbursed medical costs for the minor child(ren) shall be assessed as follows:

- ___ a. Shared equally by both parents.
- ___ b. Prorated according to the child support guideline percentages.
- ___ c. Other {explain}: _____

As to these uninsured/unreimbursed medical expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

18. **Dental Insurance.** () Mother () Father will maintain () dental insurance coverage for the parties' minor child(ren). The party providing coverage will provide insurance cards to the other party showing coverage. **OR** () dental insurance is not reasonably available at this time. Any uninsured/unreimbursed dental costs for the minor child(ren) shall be assessed as follows:

- ___ a. Shared equally by both parents.
- ___ b. Prorated according to the child support guideline percentages.
- ___ c. Other {explain}: _____

As to these uninsured/unreimbursed dental expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

19. **Life Insurance.** () Mother () Father shall be required to maintain life insurance coverage for the benefit of the parties' minor child(ren) in the amount of \$_____ until the youngest child turns 18, becomes emancipated, marries, dies, or otherwise becomes self-supporting.

20. **IRS Income Tax Deduction(s).** The parent granted primary residential responsibility or sole parental responsibility of the parties' minor child(ren) shall have the benefit of any tax deductions for the child(ren) or as follows: *{explain}* :

The other parent will convey any applicable IRS form regarding the income tax deduction.

21. Other provisions relating to child support (e.g., uninsured medical/dental expenses, insurance coverage, life insurance to secure child support, orthodontic payments, college fund, etc.):

SECTION VI. WAIVER OF ATTORNEY'S FEES.

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

SECTION VII. ENFORCEMENT.

23. 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.

SECTION VIII. REPRESENTATIONS.

The parties represent to each that:

24. 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.
25. Each party has made a full disclosure to the other of his or her assets and current financial condition.
26. 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.

27. The provisions of this agreement shall not be modified except by written consent of the parties.

SECTION IX. NONLAWYER DISCLOSURE.

28. Jeff Markham, JM Typing, Nicole Waggoner, NW Typing Services, or any staff thereof, does not and has not given any legal advice to either party. Both parties agree to hold Jeff Markham, JM Typing, Nicole Waggoner, NW Typing Services, 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 Jeff Markham, JM Typing, Nicole Waggoner, NW Typing Services, 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 Jeff Markham, JM Typing, Nicole Waggoner, NW Typing Services, 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.

SECTION X. OTHER.

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

SECTION XI. WAIVER OF FINANCIAL DISCLOSURE REQUIREMENTS.

31. () 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.
32. () We do not waive the disclosure requirements of Rule 12.825, Florida Family Law Rules of Procedure.

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____

Signature of Husband
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____, 2009 by _____
_____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

____ Personally known
____ Produced identification
____ Type of identification produced _____

I, Jeff Markham, JM Typing, Nicole Waggoner, NW Typing Services, or any staff thereof, a nonlawyer, located at 501 East SR 434, Longwood, Florida, 407-339-8433, helped _____
_____ who is the ___ petitioner **or** ___ respondent, fill out this form.

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____

Signature of Wife
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____, 2009 by _____
_____.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

____ Personally known
____ Produced identification
____ Type of identification produced _____

I, Jeff Markham, JM Typing, Nicole Waggoner, NW Typing Services, or any staff thereof, a nonlawyer, located at 501 East SR 434, Longwood, Florida, 407-339-8433, helped _____
_____ who is the ___ petitioner **or** ___ respondent, fill out this form.