

**IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA**

_____, §
Petitioner, §
§
v. § **CIVIL ACTION**
§ **FILE NO.:** _____
§
_____, §
Respondent. §

SETTLEMENT AGREEMENT

This agreement (also referred to here as “Agreement” or “Settlement Agreement”) is between [name] _____ (also referred to in this Agreement as “Mother” or “Wife” or [Petitioner / Respondent] “_____”) and [name] _____ (also referred to in this Agreement as “Father” or “Husband” or [Petitioner / Respondent] “_____”).

The parties are married, but are currently separated, and want to settle between themselves all questions of custody, visitation and child support (if the parties have minor children together), insurance, alimony, division of property, debts and all other rights and obligations arising out of their marital relationship.

THEREFORE, in consideration of the mutual promises and declarations in this Agreement, the parties agree as follows:

1.

SEPARATION. The parties shall continue to live apart and each party shall be free from all interference and control by the other party, direct or indirect, as fully as if unmarried, and each party may reside at such places as he or she may choose.

2.

ALIMONY. [Check and complete only one of these options, (a) or (b). Do not check both (a) and (b).]

- (a) The [Wife / Husband] _____ shall pay to the [Wife / Husband] _____ as alimony, the sum of \$ _____ per month, beginning on _____, 20__ and continuing monthly thereafter,
[To finish (a), you must check and complete only one of the options, (i), (ii) or (iii).]
 - (i) until the existing order for support currently in effect between the parties (case number: _____) expires on _____, 20__.
 - (ii) until the recipient remarries or dies.
 - (iii) for a period of _____.
- (b) Each party expressly waives the right to receive alimony from the other party.

Wife's initials _____

Husband's initials _____

3.

PROPERTY DIVISION. [Check and complete only one option, (a) or (b). Do not check both (a) and (b).]

- (a) The parties acknowledge that they have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this Agreement.
- (b) The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Agreement. The parties agree to transfer possession, right and title to their property as follows:

[If you have chosen (b), check and complete only the parts that apply, from (i) through (iv) below. Cross out the parts that do not apply.]

- (i) **Marital Home** - The marital home of the parties, located at the following address: _____, bearing the legal description contained in a copy of the deed attached to this Agreement as Exhibit “_____” and hereby incorporated by reference, shall be conveyed to [full name] _____ in fee simple. The [Wife / Husband] _____ shall be responsible for all taxes, assessments and mortgage loan payments on the marital home after the date of _____. [MAKE SURE TO ATTACH A COPY OF THE DEED TO THIS AGREEMENT. You may also check any options below that you want to apply, but none of the options are required.]

- (1) The [Wife / Husband] _____ shall have a protected interest in the home in the amount of _____ Dollars (\$_____). Upon the sale or transfer of the home, the protected interest shall be paid.

- (2) The [Wife / Husband] _____ shall pay to the [Wife / Husband] _____ an amount of _____ Dollars (\$_____) by the date of _____ for his/her interest in the home.

- (3) The [Wife / Husband] _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the [Wife / Husband] _____ shall no longer be liable on the mortgage loan(s). If the [Wife / Husband] _____ is not able to refinance by _____, 20____, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

- (ii) **Mobile Home** - The parties’ mobile home, which is described as a _____, with Vehicle Identification Number (VIN) of _____ shall be transferred to the [Wife / Husband] _____. The [Wife / Husband] _____ shall be responsible for all loan payments on the mobile home after the date of _____.

- (iii) **Vehicles** - The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The party listed above for each vehicle shall be responsible for all car loan payments, *ad valorem* taxes, registration fees and insurance on that vehicle accruing after the following date: _____, 20____.

Wife’s initials _____

Husband’s initials _____

- (iv) **Other Personal Property** - The parties acknowledge that they own various other items of personal property, which right, title, and interest shall be transferred to the party listed below, on or before _____, 20__.

To the Wife: _____

To the Husband: _____

Except as otherwise specifically provided in this Agreement, the transfers listed above shall be completed no later than _____, and each party shall execute all documents necessary to promptly complete and/or evidence the transfers (including, but not limited to, execution of a quitclaim deed to complete and/or evidence the transfer of the marital home). Upon the failure of either party to execute and deliver any deed or other document necessary to complete and/or evidence the transfers required by this Agreement, this Agreement shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this Agreement, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this Agreement, except as provided in this Agreement.

The responsible party listed above for any debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all attorney's fees and costs of collection the other party may incur as a result of the legal action.

4.

OTHER DEBTS. [Check and complete only one of these options, (a), (b), or (c).]

- (a) The parties acknowledge that they have no outstanding joint or marital debts.
- (b) The parties acknowledge that they have no outstanding joint or marital debts, other than debts associated with the marital property as addressed above in Paragraph 3.
- (c) The responsibility for payment of the parties' joint and marital debts (not otherwise addressed above in Paragraph 3) shall be as follows:

<u>Creditor</u>	<u>Amount</u>	<u>Responsible Party</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all

Wife's initials _____

Husband's initials _____

attorney's fees and costs of collection the other party may incur as a result of the legal action.

Except as provided in this Agreement, each party shall be responsible for his/her own respective remaining debts not specified in this Agreement, which were incurred in his/her own individual name. Neither party shall incur any debt or liability in the other party's name from and after the date of signing this Agreement.

5.

MINOR CHILD(REN) AND PARENTING PLAN. [Check (a) or (b).]

- (a) The parties have no minor child(ren) together (including unborn children).
- (b) The parties have minor child(ren) together. All questions of custody and/or visitation regarding the child(ren) are addressed by the parties in the *Parenting Plan* attached to this Agreement. The parties agree to all of the terms of the attached *Parenting Plan* and hereby incorporate it by reference into this Agreement, as if all of its terms were set forth here. [MAKE SURE TO COMPLETE THE PARENTING PLAN BEFORE SIGNING THIS AGREEMENT.]

6.

CHILD SUPPORT, HEALTH, DENTAL AND VISION INSURANCE, AND UNINSURED HEALTH CARE EXPENSES FOR THE MINOR CHILD(REN). [Check (a) or (b).]

- (a) The parties have no minor child(ren) together (including unborn children).
- (b) The parties have minor child(ren) together and have completed the *Child Support Addendum*, *Child Support Worksheet*, and appropriate schedules attached to this Agreement. The parties agree to the terms contained within these forms and hereby incorporate them by reference into this Agreement, as if all of the terms were set forth here. [MAKE SURE TO COMPLETE THE CHILD SUPPORT ADDENDUM, CHILD SUPPORT WORKSHEET AND APPROPRIATE SCHEDULES BEFORE SIGNING THIS AGREEMENT.]

7.

LIFE INSURANCE FOR THE BENEFIT OF THE CHILD(REN). [Check and complete (a) or (b).]

- (a) The parties have no minor children together (including unborn children) or are not asking the Court to address the issue of life insurance for the benefit of the minor child(ren) in this action.
- (b) The child(ren) depend on [Mother / Father / both parties] _____ for financial support, and therefore [Mother / Father / each party] _____ agrees to maintain a policy of insurance on his/her life, with a face amount of at least \$_____, for the benefit of the minor child(ren). The policy/ies shall be maintained for so long as at least one of the child(ren) is a minor or is otherwise entitled to child support pursuant to this Agreement.

8.

TAX AND BANKRUPTCY CONSTRUCTION OF THIS AGREEMENT. The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of a domestic support obligation. Alternatively, the payments shall be nondischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

Wife's initials _____

Husband's initials _____

9.

OTHER PROVISIONS. [Optional – check and complete any options both parties agree apply.]

Restraining order. [Wife / Husband / both parties] _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking [Wife / Husband / the other party] _____. By consenting to this provision, [Wife / Husband / the parties] _____ in no way admit(s) that such acts were ever done in the past, but agree(s) not to engage in such acts in the future. This provision shall be enforceable by the Court’s contempt power.

Other child(ren). The parties acknowledge that Wife has had _____ other minor child(ren) (listed below) who are not Husband’s biological child(ren). Husband has never recognized these child(ren) as his child(ren). The Husband is not the biological and/or legal father of these child(ren) and has no legal relationship, nor potential rights or obligations arising from any such relationship, to these children:

<u>Name of child</u>	<u>Sex</u>	<u>Date of Birth</u>
_____	_____	_____
_____	_____	_____

Pregnancy. The parties acknowledge that Wife is pregnant with a child (or children in the case of multiples) who is/are not the Husband’s biological child(ren). Husband is not the biological and/or legal father of the child(ren) and does not recognize the child(ren) as his child(ren). Husband has no legal relationship, nor potential rights or obligations arising from any such relationship, to the child(ren). This Agreement shall constitute and operate as a paternity determination with respect to Husband if incorporated by the Court into the Final Judgment and Decree of Divorce. Although the child(ren) was conceived during the marriage, upon the birth of the child(ren) with whom Wife is now pregnant, any person required by law to prepare the birth certificate(s) shall not enter Husband as the father of the child(ren) and shall enter Wife’s surname (at the time of the birth) as the surname of the child(ren).

10.

VOLUNTARINESS OF AGREEMENT. The parties acknowledge that they have entered into this Agreement freely and voluntarily, and that it is not the result of any duress or any undue influence. We understand that we do not have to enter into this Agreement, that we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand that we have the right to certain discovery procedures that may reveal other income or assets of the other party. We have agreed to enter into this Agreement based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering all of this, we have decided to enter into this Agreement freely and voluntarily.

11.

COMPLETENESS OF AGREEMENT. This Agreement constitutes the entire understanding of the parties. There are no representations or promises other than those expressly included in this Agreement. Each party hereby states under oath that the financial representations in this Agreement are accurate and complete, to the best of that party’s information, knowledge and belief.

Wife’s initials _____

Husband’s initials _____

12.

EFFECT OF DIVORCE. Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the Court and incorporated by reference into any judgment concerning the matters covered by the Agreement. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

Signature of Wife

Signature of Husband

Date

Date

_____ appeared
[print name]

_____ appeared
[print name]

before me on _____, 20____, and
said under oath that she had read and understood this
Agreement, and was signing it voluntarily in my
presence.

before me on _____, 20____, and
said under oath that he had read and understood this
Agreement, and was signing it voluntarily in my
presence.

Notary Public
My commission expires: _____

Notary Public
My commission expires: _____