

**MARITAL SETTLEMENT AGREEMENT
FOR DISSOLUTION OF MARRIAGE**

This agreement is made by Husband, HNAME, (hereinafter HUSBAND), and Wife, WNAME, (hereinafter WIFE). It will become effective on the date that both parties sign it. This agreement document is intended to set out our agreement as to the division of our marital assets and obligations in connection with dissolving our marriage:

We, WIFE and HUSBAND agree as per this agreement, and under penalty of perjury, declare that the following statements are true:

I. PROPERTY-RELATED PROVISIONS

- 1.01 DATE OF MARRIAGE: We have been married since _____.
- 1.02 DATE OF SEPARATION: We have been separated since _____, as our marriage is irretrievably broken, and are living apart and intend to continue to remain permanently apart.
- 1.03 PURPOSE OF AGREEMENT: This agreement is final and complete. Its purpose is to settle all issues pertinent to our marriage.
- 1.04 REPRESENTATION OF COUNSEL: Neither party has been advised or represented by counsel in the making of this agreement, although they had the opportunity to do so.
- 1.05 CHILDREN OF MARRIAGE: There is/are ___ child(ren) from our marriage
 - 1.05.1 _____ born on _____ in _____.
 - 1.05.2 The WIFE is not pregnant and no other issue of the marriage are contemplated. The parties have entered a Parenting Plan separately.
- 1.06 PERSONAL PROPERTY: The parties previously divided their personal property and items such as clothes, jewelry, tools, books, athletic equipment. Each party shall have exclusive ownership in all items of property that are currently in his or her possession or control, and the other party waives and releases any and all claim or interest in such items.
- 1.07 DISCLOSURE OF ASSETS AND DEBTS: We have disclosed to each other all assets owned and debts owed either jointly or separately. We have not given away any joint property or incurred any debt for which the other is liable, without the other's consent.
- 1.08 REAL PROPERTY: We have no real property.
- 1.09 EQUITABLE DIVISION OF OTHER MARITAL PROPERTY: The parties' remaining marital assets shall be divided as follows:
 - A. The Husband shall be entitled to
 - B. The Husband shall be responsible for

Initials

Initials

- C. The Wife shall be entitled to
- D. The Wife shall be responsible

- 1.10 SPOUSAL SUPPORT: Both parties agree that neither party shall pay any spousal support to the other party. Each person will be responsible for all their own expenses and income needs from their own assets and earnings.
- 1.11 EXECUTION OF DOCUMENTS: The parties shall do all acts and execute all documents reasonable and necessary to transfer title to properties, assets and liabilities awarded to Husband/Wife as described herein; however, if either party fails to execute transfer documents, this agreement shall operate as the transfer document.
- 1.12 WARRANTY REGARDING DISCLOSURE OF DEBTS AND OBLIGATIONS: Each of us warrants to the other that on or before the execution of this Agreement he or she has not incurred any unpaid debt or obligation that is not disclosed by this Agreement and that is either an obligation on which the other is or may become personally liable or an obligation that could be enforced at any time against an asset held or to be received under this Agreement by the other. If any joint or marital debts or obligations are subsequently discovered which were not known by either of us, and which could not have been ascertained by either or both of us through the exercise of reasonable care, then we shall divide such debt or obligation equally. If only one of us knew, or should have known, through the exercise of reasonable care, of any such debt or obligation, then he or she shall be solely responsible for such debt or obligation. With respect to the assumption of the liabilities in the Agreement, each spouse shall hold the other harmless from the debts he or she has assumed under this agreement.
- 1.14 CLAIMS BY CREDITORS: Each of us understands that irrespective of any agreement entered into between us with regard to obligations arising during or as a result of the marriage, such agreements are not binding on creditors. In the event that the party to whom an obligation was assigned defaults on payments, the creditor may hold the other responsible. We also understand that non-payment by the assuming spouse may affect the other's credit. If we default on a payment on an obligation that we have personally assumed in this Agreement and the other person ends up paying that obligation, then we will be obligated to reimburse the other person for all expenses associated with payment of that debt by the other person.
- 1.15 LEGAL, COURT AND ATTORNEYS FEES Both parties shall be responsible for their own attorney fees and costs of the action.

SECTION TWO

- 2.1 VOLUNTARINESS OF AGREEMENT:
 - A. Each of us has read this Agreement and had a chance to review it with counsel, although we have not used that opportunity;
 - B. There have been no promises or agreements by either of us to the other, except as set forth here, that were relied on by either as inducement to enter into this Agreement;
 - C. This Agreement has been entered into voluntarily, free from duress, fraud, undue influence or substances, coercion or misrepresentation of any kind; and
- 2.2 APPLICABLE LAW: The Husband is a resident of _____ County, State of Florida and the Wife currently resides in _____. We both agree that this agreement and all disputes related to this agreement shall be governed by the laws of the State of Florida.

2.3 WAIVER OF INHERITANCE RIGHTS: Except as specifically provided in this Agreement, each of us waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under an estate planning document executed after the effective date of this Agreement.

2.4 COURT APPROVAL: We understand that this Agreement will be made part of a Final Judgment of Dissolution of Marriage. We also understand that prior to court approve, this Agreement has the force of a contract between us and can be enforced.

2.5 RECONCILIATION: Any reconciliation between us shall not cancel, terminate or modify the force and effect of any provision of this Agreement dealing with the present assets or obligations of either or both of us.

2.6 INVALIDITY: If a provision of this Agreement is held to be invalid, void, illegal or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

2.7 ENTIRE AGREEMENT; MODIFICATION OR CANCELLATION OF AGREEMENT: This Agreement contains our entire agreement on the matters it covers and it supersedes any previous agreement, stipulation or court order. No other agreement, statement, or promise made on or before the effective date of this Agreement by or to either of us or our agents shall be binding on us. This Agreement is intended to be effective and have independent legal significance upon its execution. It shall not depend upon approval of the court for its effectiveness. This Agreement may only be canceled, modified or terminated by another written document signed by each of us.

We execute this Agreement on the _____ day of _____, 20__.

I, HNAME, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it. I declare it to be true and correct and sign it under penalty of perjury.

HNAME

Before me personally appeared HNAME who, swore to or affirmed and subscribed the foregoing before me this ____ day of _____, 20__.

Notary Public

_____ Personally known

_____ Produced Identification _____

Witness1

Witness2

Initials

Initials

I, WNAME, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it. I declare it to be true and correct and sign it under penalty of perjury.

WNAME

Before me personally appeared WNAME who, swore to or affirmed and subscribed the foregoing before me this ____ day of _____, 20__.

Notary Public

____ Personally known

____ Produced Identification _____