

SETTLEMENT AGREEMENT:
DIVORCE with MINOR CHILDREN
INSTRUCTIONS

NOTE: THIS AGREEMENT MUST BE SIGNED BEFORE NOTARY

- Complete this settlement agreement upon reaching a resolution in your Divorce with Minor Children Case.
- You may file this Settlement Agreement as part of your Uncontested Divorce with Minor Children case.
- **DO NOT** include any social security numbers, complete birth dates, account numbers, etc. in your agreement.
- Please read this Settlement Agreement in its entirety **BEFORE** you complete it and/or sign it.
- Unless ordered otherwise, you must comply with the Standing Order: Child Support and Permanent Parenting Plans
- If you need additional pages or lines to complete a section, feel free to attach/include them and file everything together. Write neatly, if applicable, and be specific in your description(s).
- If dates or times are part of your agreement or are important to your agreement, make sure to specifically state or identify those dates to ensure compliance.

OPTIONAL FORM(s):

- If you are unable to afford the filing fees, you may ask the Court to waive the fees by completing the Affidavit of Indigence and Eligibility to Proceed in Forma Pauperis (Pauper's Packet) and submit along with your other completed forms to the Clerk of Superior Court.

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

Plaintiff,

v.

Civil Action

File No.: _____

Defendant.

SETTLEMENT AGREEMENT WITH MINOR CHILDREN

This is an agreement between the Plaintiff and Defendant, who are lawfully married:

Wife's name: _____

Husband's name: _____

The parties are married but are currently separated; and

They share minor children together, who are listed below:

Child(ren)'s Name

Year of Birth

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The parties want to settle between themselves all questions of custody, visitation, child support, 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

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parties agree as follows:

1. **SEPARATION.**

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

2. **CUSTODY AND VISITATION**

(Note: The Permanent Parenting Plan must be filed in all cases involving child custody unless waived by the Court.)

This issue has been addressed in the attached *Permanent Parenting Plan* which is hereby made a part of this *Settlement Agreement* as if fully set forth here.

3. **CHILD SUPPORT**

(Note: The Child Support Addendum must be filed in all cases involving minor children.)

This issue has been addressed in the attached *Child Support Addendum* which is hereby made a part of this *Agreement* as if fully set forth here.

4. **HEALTH INSURANCE AND OTHER HEALTH
CARE EXPENSES FOR THE CHILDREN**

This issue has been addressed in the attached *Child Support Addendum* which is hereby made a part of this *Agreement* as if fully set forth here.

5. **LIFE INSURANCE FOR THE BENEFIT OF THE CHILDREN**

[Check and complete either (a), (b) or (c). Do not check more than one.]

- ☐ (a) The children depend on the parent listed below for financial support, and therefore said parent agrees to maintain a policy of insurance on his/her life, with a minimum face amount listed below, for the benefit of the minor children. The policy shall be maintained for so long as at least one of the children is a minor or is otherwise entitled to support under Paragraph Five of this Agreement.

Parent responsible for maintaining life insurance on child(ren): _____
Minimum Benefit Amount: \$ _____

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- ☐ (b) The children depend on both of the parties for financial support, and therefore each party agrees to maintain a policy of insurance on his/her life, with the minimum face amount listed below, for the benefit of the minor children. The policy shall be maintained for so long as at least one of the children is a minor or is otherwise entitled to support under Paragraph Five of this Agreement.

Minimum benefit amount: \$ _____

- ☐ (c) The parties are not asking the Court to address the issue of life insurance for the benefit of the children in this action.

6. ALIMONY.

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

- ☐ (a) The parties agree to alimony as follows:

| Start date | Person paying Alimony | Person receiving alimony | Monthly amount |
|------------|-----------------------|--------------------------|----------------|
| _____ | _____ | _____ | \$ _____ |

Alimony shall continue: *[To finish (a), you must check and complete either (1) or (2). Do not check both (1) and (2)]*

- ☐ (1) until the recipient remarries or dies.

- ☐ (2) for a period of _____ ☐ months ☐ years

- ☐ (b) Each party expressly waives the right to receive alimony from the other party.

7. PROPERTY DIVISION.

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b). Do not list complete account numbers.]

- ☐ (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,

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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 did not obtain any property during their marriage.
- ☐ (c) 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 and title to their property as follows:

[If you have chosen (c), check and complete only the parts that apply, from (1) through (4) below. Cross out the parts that do not apply.]

- ☐ (1) **Marital Home** - The marital home of the parties, located at the following address:

_____ which has the following legal description on the deed to the property:

- ☐ The legal description is included on the deed which is attached to this Agreement as “*Exhibit A*”

Person giving up ownership of the property (“Grantor”): _____

Person obtaining all rights to the property (“Grantee”): _____

The Grantor conveys the above-referenced property to the Grantee in fee simple. The Grantee shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of this *Agreement* is signed by both parties.

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[If you have chosen and completed the preceding paragraph (1), concerning a marital home, you may also check and complete (A) or (B), or both (A) and (B), but neither one is required.]

- ☐ (A) The Grantor shall have a lien against the home. Upon the sale or transfer of the home, the lien shall be paid.

Amount of Grantor's lien: \$ _____

- ☐ (B) The Grantee shall immediately begin making reasonable efforts to refinance the outstanding mortgage/mortgages on the marital home, so that the Grantor shall no longer be liable on the mortgage loan(s). If the Grantee is not able to refinance the home by the deadline listed below, then the home shall be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

Refinancing deadline: _____

- ☐ (C) Other agreement(s) concerning the marital home: _____

_____.

- ☐ (2) **Mobile Home** – the parties agree to the transfer of their mobile home as follows:

| Grantor | Grantee | VIN# | Description |
|---------|---------|------|-------------|
| | | | |

The Grantee shall be responsible for all loan payments on the mobile home after the date this *Agreement* has been signed by both parties.

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

| Year, Make, Model | Vehicle Identification Number | Goes to |
|--------------------------|--------------------------------------|----------------|
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |

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 date this *Agreement* has been signed by both parties.

☐ (4) **Other Personal Property** - The parties acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, within 30 days after this *Agreement* has been signed by both parties.

To the _____ :

To the _____ :

Except as otherwise specifically provided in this Agreement, the transfers listed above shall be completed no later than 60 days after the date this *Agreement* has been signed by both parties, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete 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.

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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.

8. **DEBTS.**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b). Do not list complete account numbers.]

- ☐ (a) The parties acknowledge that they have no outstanding joint or marital debts.
- ☐ (b) The responsibility for payment of the parties' joint and marital debts shall be as follows:

| Creditor | Amount | Responsible Party |
|----------|----------|-------------------|
| <hr/> | \$ <hr/> | <hr/> |
| <hr/> | \$ <hr/> | <hr/> |
| <hr/> | \$ <hr/> | <hr/> |
| <hr/> | \$ <hr/> | <hr/> |
| <hr/> | \$ <hr/> | <hr/> |
| <hr/> | \$ <hr/> | <hr/> |

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

9. **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

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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 spousal or child support and maintenance. Alternatively, the payments shall be nondischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

10. **RESTRAINING ORDER**

(Optional — Check this paragraph if applicable.)

☐ Each party shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking the other. By consenting to this, each party in no way admits that such acts were ever done in the past, but agrees not to engage in such acts in the future. This provision shall be enforceable by the Court's contempt power.

11. **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.

12. **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.

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13. 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. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

(Plaintiff's signature)

PERSONALLY APPEARED before me this day, the Plaintiff, who said under oath that s/he read this agreement, understood it, and was signing it voluntarily in my presence.

NOTARY PUBLIC

Date: _____

(seal)

(Defendant's signature)

PERSONALLY APPEEARED before me this day, the Defendant, who said under oath that s/he read this agreement, understood it, and was signing it voluntarily in my presence.

NOTARY PUBLIC

Date: _____

(seal)

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