


# Property Settlement Agreement

- 🔊 The Property Settlement Agreement is used by a couple that will divorce or separate to make a written agreement regarding disposition of property, payment of support (alimony) and matters concerning minor children.
- 🔊 OK, here's what it could look like – most likely one or both of you will get emotional and blow this deal up. Each of your attorneys will start by wanting a \$10,000 retainer. Accusations will fly, there will be tears, holes in walls, screaming and yelling, more attorney's fees on both sides, some negotiations... then eventually, you will come to some agreement because you can't stand the tension any more.
- 🔊 You are not the first ones, this pattern often repeats itself.
- 🔊 Divorce lawyers love people like you, as much as my dog loves cookies.
- 🔊 Marriage is for the commitment of course, 'Scott Peck, in the "Road Less Travelled" says that marriage is, "for the friction, of course..."
- 🔊 Congratulations. 
- 🔊 What have you learned so far?
  - Xxx
  - Xxx
  - Xxx
- 🔊 Are we back to completing this agreement?
- 🔊 Good for you.
- 🔊 Live happily ever after!
  
- 🔊 Signing the agreement does not terminate the marriage. While this agreement defines the terms for a separation, there can be no divorce until the parties take the appropriate steps in state court.
- 🔊 This Property Settlement Agreement is useful only if the couple has a fundamental understanding of who will get what property, if there will be maintenance and how much, and the care and support of any minor children.

🔊 Use this cover letter/memo to add a more personal note to your agreement.


Date: **[Date]**

To: **[Husband/Wife]**

From: **[Owner/Founder]**

Subject: **Property Settlement Agreement**

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 Attached is a draft Property Settlement Agreement to fully define how we will split up everything and well as provide for the children.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

## Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.



following shall be considered the minimum visitation to which the non-custodial parent shall be entitled: [Non-Custodial Parent Visitation]. In addition, Husband and Wife agree to the following visitation schedule: [Additional Visitation].

B. It shall be the mutual responsibility of Husband and Wife to arrange for the transportation of a child at the times specified and to return the child at the times specified. It shall also be the mutual responsibility of Husband and Wife to have the child ready for visitation at the time the child is to be picked up and to be present at the home to receive the child at the time the child is returned.

C. Each party shall give the other at least 48 hours notice if he or she does not intend to exercise his or her visitation, unless an emergency situation exists, in which case he or she will give notice as soon as is possible under the circumstances.

D. Each of the parties shall supply the other with his or her current address and telephone number and shall advise the other of any changes which may occur and shall keep the other advised as to the whereabouts of the minor children.

E. Under the above-described residential custodial arrangement, the Custodial Parent shall have the primary daily responsibility for the guidance and upbringing of each minor child while the minor child is in the Custodial Parent's residence. Both parties have the right to participate with the other in decisions affecting a child including, but not limited to, authorization for major medical, mental, institutional, psychiatric, or other cares, schooling and educational placement, to inspect and receive records, and to inspect and receive medical records. Such decisions shall be made only after prior consultation with the other parent except in the event of an emergency. The parent having the residential care of a minor child shall at the time of that residence take responsibility for meeting medical and dental emergencies and in an emergency, the permissions of both parents shall not be necessary.

### **Child Support.**

A. During the period in which a minor child resides with [Husband/Wife], the other parent (the "Support Payer") shall pay the monthly sum of [Monthly Amount] not later than the 10th day of each month for which support is due. Such obligations with respect to a minor child shall cease as to that child upon such child experiencing any of the following events:

- Death
- Marriage
- Becoming self-supporting
- Ceasing any residence with the primary custodial parent
- Dropping out of school; or
- The end of the month of the year the child normally would have graduated from high school.

B. During any period of [Number of Days] consecutive days or more that primary residence is with the Support Payer, child support as set out below shall be reduced [Child Support Adjustment].

### **Life Insurance**

The Support Payer shall maintain insurance providing for benefits upon death in the amount of [Life Insurance Amount]. The insurance shall name each minor child as a principal beneficiary. During such time as the Support Payer is obligated to provide child support for the benefit of a minor child, the Support Payer shall continue to pay, or cause to be paid, all of the premiums on any policy maintained as required hereby, and shall not allow a lapse of the insurance evidenced thereby. The Support Payer shall not borrow against any policy obtained as required by this Agreement or otherwise cause any encumbrance against the proceeds such as to cause death benefits to be less than hereinabove required.

The Support Payer shall furnish proof of said insurance at such time or times as the other party may reasonably request. After the duty to provide child support hereunder has ceased, the Support Payer shall become the sole owner of any policy of insurance maintained hereunder and shall have the exclusive right

to name a successor beneficiary or beneficiaries of the Support Payer's choice or to terminate the policy all together. In the event the Support Payer should die and for any reason whatsoever the full amount of insurance required hereby shall not be available, the beneficiary shall have a claim against the estate of the Support Payer for any deficiency.

### **Tax Exemptions**


A. The right to claim dependent exemptions and credits for minor children on federal and state income tax returns shall be allocated as follows: [Child Tax Exemptions]

B. Each party agrees to provide a release to his or her claim to any such exemption pursuant to Section 152(e)(2) of the Internal Revenue Code of 1986, as amended, as reasonably requested by the party entitled to such exemption, to be provided by January 31 of each year.

### **Higher Education**

[Husband/Wife] shall pay the reasonable and ordinary expenses of a child of the parties in attaining an undergraduate college degree as a resident at a state college or university, or a degree equivalent, or attendance at a trade, vocational or business school.

### **Change of Residence**

The residence of a minor child subject to this Agreement shall not be changed without the written agreement of the other parent  Court order.

### **Consultation**

Each of the parties shall keep the other informed on all matters relating to the health, education and welfare of each child and the parties agree to consult with each other regarding decisions concerning such matters. The following nonexclusive list includes examples of the kinds of matters which shall be the subject of consultation between the parties: school, work, activities, schedules, transportation arrangements, and recreation.

### **Medical & Dental Expenses**

A. [Husband/Wife] shall maintain, for the benefit of each minor child, medical insurance benefits. The parent providing medical insurance coverage shall provide the other party with an identification card or other evidence of insurance coverage necessary to permit prompt admission of a covered minor child to hospitals, clinics and/or other institutions and shall provide all necessary claim forms and other documents and will cooperate fully in submitting claims hereunder as quickly as possible.

B. All medical and dental expenses and costs not covered by the above described insurance for the benefit of a minor child shall be borne by the parties as follows: [Other Medical]. This provision shall include, but not be limited to, all medical and dental costs and expenses not covered under said insurance coverage, all medical and dental costs which are applied to insurance deductibles and all medical and dental costs remaining after insurance has paid the covered portion of each claim.

C. The obligations to provide medical insurance for the benefit of a minor child shall be null and void as to such minor child at such time as the child is no longer an insured party under the medical insurance policy by reason of a change in the subject child's age, residency, student or marital status.

### **Modification**

The parties recognize and agree that any provisions for the care, custody and support of the minor children are subject to further order of the Court and may be altered by any court of competent jurisdiction.

## **2. Maintenance**

### **Periodic Payments**

A. [Husband/Wife] (the "Maintenance Payer") shall pay to the other party, and the other party agrees to accept, in complete satisfaction of any claim which may now or hereafter be made for alimony, support or maintenance, the sum of [Monthly Maintenance Amount] per month. The foregoing maintenance

payments shall cease upon the first happening of one of the following events:

- Death of the party entitled to receive the maintenance payments;
- Remarriage or cohabitation (as below defined) of the party entitled to receive the maintenance payments; or
- [Date of Termination]

B. For purposes of this Agreement, cohabitation means living in a residential, conjugal relationship with another person for a substantially consecutive period in excess of 30 days.

#### **Maintenance Modification**

The parties further agree that the obligation to pay maintenance shall be subject to modification according to state law.

### **3. Division of Property**

#### **Household Goods & Personal Effects**

A. Wife shall have as her sole and separate personal property, free and clear of all right, title, claim or interest of Husband, all of the following household goods, personal property, furnishings and household appliances: [Wife's Personal Property].

B. Husband shall have as  sole and separate property, free and clear of all right, title, claim or interest of life, all of the following household goods, personal property, furnishings and household appliances: [Husband's Personal Property].

C. All of the personal property and effects transferred to a party hereunder and presently in the possession of the other party shall be removed within thirty (30) days of the execution of this Agreement.

#### **Automobiles**

A. Wife shall have as her sole and separate property the following vehicle(s):

- [Wife's Car], free and clear of all right, title, claim or interest of Husband, subject to any encumbrance thereon.
- Xxx
- xxx

B. Husband shall have as his sole and separate property the following vehicle(s):

- [Husband's Car], free and clear of all right, title, claim or interest of Wife, subject to any encumbrance thereon.
- Xxx
- xxx

#### **Real Estate**

A. The following described real estate shall be transferred to Wife free and clear of all right, title, claim or interest of Husband, subject only to any lien or encumbrances of others: [Wife's Real Estate]. [Husband or Wife's] shall be responsible for paying the mortgage or any other outstanding borrowing secured by this property.

B. The following described real estate shall be transferred to Husband free and clear of all right, title, claim or interest of Wife, subject only to any lien or encumbrances of others. [Husband's Real Estate]. [Husband or Wife's] shall be responsible for paying the mortgage or any other outstanding borrowing secured by this property.

#### **Money Accounts, Profit-Sharing Plans & Retirement Benefits**

A. Wife shall be entitled to all of the funds in the following checking, savings, money market and similar accounts: [Wife's Cash Accounts]. Husband shall be entitled to all of the funds in the following checking, savings, money market and similar accounts: [Husband's Cash Accounts]. [Division of Profit

Share/Retirement]

B. The Court retains jurisdiction herein to effect the intent of the parties to transfer interests as described in the event any issue remains as to the various profit-sharing or retirement plans.

C. The pension and profit sharing transfers referenced above, if any, are directed by the parties to be accomplished through instructions to plan administrators to be completed by the party in whose interest the benefit, plan, pension, or account is now listed.

### **Securities Ownership**

A. The following described securities shall be transferred to, or remain the property of, each party, as appropriate:

- [Securities Ownership].
- Xxx
- xxx

### **Encumbrances Against Property**

A. Except as specifically provided herein, any property set aside to a party hereunder, whether real or personal, is accepted subject to existing encumbrances which that party assumes and agrees to pay.

B. Both Husband and Wife herein state and contract their agreement, each to the other, whereby the party receiving property subject to encumbrance hereby indemnifies the transferring party from any and all liability which such transferring party may suffer as a result of any default upon the encumbrance obligation.

## **4. Debts**

[Husband or Wife] shall be responsible to pay in a timely fashion all bills and amounts now owed and arising from the marriage. Husband and Wife shall be individually responsible for any debts or bills incurred by either of them individually after the date of this Agreement. Each party specifically agrees to indemnify and hold harmless the other party from any loss, claim, suit of law and/or judgment which the other party might suffer by reason of the responsible party failing to meet his or her obligations as stated herein.

### **Credit Cards**

The parties specifically agree that upon the execution of this Agreement, all credit cards and charge cards in the possession or control of one party for which the other party is primarily liable shall be returned to the party with primary liability. In the event the parties have any credit cards or charge cards for which they are jointly liable, such cards will be promptly canceled. Nothing in this Agreement shall prevent either party from keeping or using credit cards or charge cards for which he or she is solely liable.

## **5. Miscellaneous Provisions**

### **Federal & State Income Tax Returns**

A. Unless otherwise agreed, the parties shall file joint federal and state income tax returns until the year a divorce decree is entered by a competent court.

B. The parties agree that each shall be individually responsible for the intangible, personal and real property taxes due subsequent to the execution of this Agreement with reference to the items of property satisfied to each of them under the provisions of this Agreement.

### **Submission to Court**

In the event a petition for divorce, separate maintenance or annulment comes before a court of appropriate jurisdiction for trial or other disposition, this Agreement may be submitted to the Court for such action as the Court may determine proper.



### **Payment of Maintenance**

In the event that this Agreement is submitted to a court as aforesaid and is by such court accepted and incorporated into a decree of divorce, separate maintenance or annulment, all sums to be paid as support or maintenance hereunder shall be made in cash or by check or money order payable [Through Court or Direct]

### **Execution of Instruments**

Each of the parties agrees that at any time reasonably requested, he or she shall make, execute and deliver to the other any and all deeds of conveyance, bills of sale, titles, tax exemption declarations or any other instrument which may be necessary to carry out the terms of this Agreement or to reflect the agreement of the parties.

### **Agreement Absolute**

This Agreement is absolute and irrevocable and, therefore, is not conditioned upon the parties hereto being divorced or upon court approval. This Agreement shall be considered to be contractual between Husband and Wife and binding as such upon them, their executors, administrators, heirs, devisees, beneficiaries, assigns and other legal representatives.

### **Free Will Exercised**

Each of the parties acknowledged  that this Agreement, as to each of its provisions, has been made of his or her free will and volition and  further acknowledges that no coercion, force, pressure or undue influence has been used or exerted by or against the other party.

### **Independent Counsel & Full Disclosure**

The parties declare that each has had the independent advice of his or her own counsel, or has rejected such counsel, and that each disclosed to such counsel and/or to the other party the full extent and nature of his or her assets, liabilities, income and expenses.

### **Applicable Law**

The parties agree that this Agreement shall be construed enforced according to the laws of the State of [State].

### **Court Costs**

[Husband/Wife] shall be responsible for the court costs herein.

### **Attorney's Fees**

[Husband/Wife] shall be responsible for the other party's reasonable attorney's fees. Except as otherwise expressly agreed or ordered by the Court, each party shall be responsible for all other of his or her individual attorney's fees, incurred on the negotiation of this Agreement or any enforcement or modification of this Agreement in the future.

### **Waiver of Appeal**

Each of the parties waives the right of appeal of a judgment of divorce which may be granted in any action in which this Agreement is submitted to the Court and approved in its entirety.

### **Mutual Release of Marital Rights**

In consideration of the mutual release contained in this Section, each of the parties hereby releases the other party and his or her respective legal representatives, successors and assigns, from any claim of any kind, and specifically relinquishes any right, title or interest in or to any of the earnings, accumulations, future investments, money or property of the other, any rights of inheritance in the estate of the other, which either may have heretofore, may now or may hereafter have, except as otherwise provided in this Agreement, any rights to elect to take against the will of the other, any rights to act as executor or administrator of the will or estate of the other, any rights to receive any allowance from the estate of the other, any additional right which either party has or may have by reason of their marriage, including dower or courtesy, whether by statute, agreement or common law, and any right to receive insurance

proceeds as beneficiary on life insurance on the life of the other (unless after the date of this Agreement the insured takes affirmative action to make or retain him or her as beneficiary, except those exceptions and provisions hereinabove contained).

It is specifically understood and agreed that nothing herein contained in this Section shall be construed as limiting the rights of enforcement of the terms and provisions of this Agreement by either party.

**Understood, Agreed & Approved**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement upon the Effective Date first above written.

Wife:

Husband:

\_\_\_\_\_  
[Wife]



\_\_\_\_\_  
[Husband]