



*Marital*  
*Settlement*  
Agreement  
Template

This marital settlement agreement (this “*Agreement*” or this “*Marital Settlement Agreement*”) is made and entered into as of Date (the “*Effective Date*”) by and between legal name of wife, formerly maiden name of wife, currently residing at address, and legal name of husband, currently residing at address. Wife and Husband shall also be referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

## BACKGROUND

The Parties were married on date. However, due to certain irreconcilable differences, the Parties decided to separate on date. Presently, the Parties are living apart from one another, and Husband and Wife both desire to set forth their agreement with respect to their rights and obligations.

Now, Therefore, in consideration of the foregoing background information, and of the mutual promises contained herein, Husband and Wife hereby set forth their agreement as follows:



# 1. Property

Husband and Wife have both determined, independently of the other, and to their full and complete satisfaction, the extent of property owned by the Parties jointly, and the extent of the property owned by each Party individually. Moreover, each Party represents that the division of property, assets and other expectancies (if any), as set forth in this Agreement, to include real or personal property, tangible or intangible property, and vested or contingent property, is equitable and meets with each Party's approval. Notwithstanding anything to the contrary contained in any provisions of law, any property not specifically addressed in this Marital Settlement Agreement is acknowledged to be the sole and exclusive property of the Party who possesses it, and each Party forever relinquishes and releases any and all rights or claims it may have in or to such property in the possession of the other. Any property to be acquired in the future by a Party hereto, shall be fully and independently owned and possessed by such Party.

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## 2. Division of Property

The Parties hereby acknowledge that, as of the Effective Date of this Agreement, neither Party has any ownership interest in any real property. As such Husband and Wife agree to waive any and all ownership interest they may have in any real property that may be acquired by the other Party following the Effective Date.

Regarding personal property, The Parties hereby agree that the property listed in this Section below shall be solely, exclusively and independently owned by the Party under which such property is listed. The Parties hereby acknowledge their mutual satisfaction with the division of property as outlined in this Section below, and each Party hereby waives any and all rights and claims in and to any property that is identified under the name of the other Party below.

1. *Wife's* Property
  2. *Husband's* Property
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### 3. Division of Debts

Each Party is responsible for the debts listed in this Section under their name (i.e. under “Husband’s Debts” and “Wife’s Debts” respectively) below, and the Parties shall pay their debts on time in accordance with the applicable creditor’s terms. Additionally, the Party responsible for such debts indemnifies and holds the other harmless from such debts to the fullest extent.

1. *Wife’s Debts*
2. *Husband’s Debts*



### 4. Child Custody

The following minor children (the “*Children*”) were born of the marriage between Husband and Wife on the following dates:

1. *Name of Child*; born on date
2. *Name of Child*; born on date

Husband and Wife shall have joint custody of the Children; however, *the Wife* will have primary physical custody.



## 5. Child Visitation Rights

Husband and Wife hereby agree to the following visitation rights:

Neither Party shall have any right to travel with the minor children outside of the State of state without time frame prior written notice to the other. Additionally, any change to a Party's primary residence shall require at least time frame prior written notice to the other.



## 6. Child Support

Husband or wife agrees to pay wife or husband dollar amount per month in child support for each child. Such amount is due and payable as of the first of each month starting as of date and ending as of the date each child turns *eighteen (18)* years of age.



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## 7. Taxes

Both Parties shall file their next state and federal tax returns separately and provide reasonable assistance to each other as may be required for one Party to obtain all necessary information to file an accurate and complete tax return.



## 8. No Interference

The Parties shall be free to live separate and apart from one another without any encumbrances of any kind. Neither Party shall interfere with the personal decisions of the other or attempt to limit the freedoms of the other.



## 9. Additional Documents

Each Party hereto shall be obligated to execute, acknowledge and/or deliver, as may be requested by the other, any and all documents as may be necessary or required to give full force and effect to this Agreement and the terms hereof.



## 10. Entire Agreement

This Agreement contains the entire agreement of the Parties related to its subject matter. Any modification or change to this Agreement must be in written form, duly signed by both Parties. This Agreement shall be binding on the Parties and their heirs, next of kin, executors, and administrators.



## 11. Release of Claims

Each Party hereby releases the other from any and all claims, demands, causes of action or liabilities, of whatever kind. If either the Husband or the Wife initiates divorce, dissolution of marriage or any legal separation, the Parties hereby consent and agree that this Agreement will form a part of any decree of divorce, dissolution of marriage or legal separation, to the fullest extent permitted under law.



## 12. Legal Counsel

Both Parties have been advised of and hereby acknowledge their right to consult with independent legal counsel concerning this Agreement, and both Parties have read and fully understand the import of the terms and conditions contained herein.

In Witness Whereof, the Parties have caused this Marital Settlement Agreement to be duly executed and effective as of the Effective Date.

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*[Wife.FirstName] [Wife.LastName]*

*[Husband.FirstName] [Husband.LastName]*