MODEL MARITAL SETTLEMENT AGREEMENT (CA)

I, _____, Husband, and I, _____, Wife, agree as follows:

I. GENERALLY: We are now husband and wife. We were married on the __ day of _____, 20__, and separated on the __ day of _____, 20__. We make this agreement with reference to the following facts:

A. CHILDREN: There are (no children/the following children of the parties):
(list full name, age and birth date of each child of the marriage)

B. Unhappy and irreconcilable differences have arisen between us which have caused the irremediable breakdown of our marriage.

C. DISCLOSURE: We each acknowledge receipt of Final Declarations of Disclosure from the other.

D. We now intend, by this agreement, to make a final and complete settlement of all of our rights and obligations concerning child custody, child support, spousal support, and division of property.

II. SEPARATION: We agree to live separately and apart, and, except for the duties and obligations imposed and assumed under this agreement, each shall be free from interference and control of the other as fully as if he or she were single.

III. PARENTING PLAN: (choose one):

A. Joint custody: Husband and Wife shall jointly share the legal and physical custody and care of our minor children. Our parenting relationship shall be guided by the following terms and conditions: (put down your parenting plan).

B. Joint legal custody with primary physical custody: Husband and Wife shall jointly share the legal custody of the minor children of the parties, and (Husband/Wife) shall have the primary physical custody of said children. Our parenting relationship shall be guided by the following plan: (put down your parenting plan).

C. Sole custody and visitation: (Husband/Wife) shall have the sole legal and physical custody of the minor children of the parties, subject to the right of (Wife/Husband/other) to visit said children as follows: (write the parenting plan).

IV. BASIS OF AGREED SUPPORT: The support established by this agreement is based on the following facts:

A. Before separation, our gross combined family income was $__ per month, and our average expenses were $__ per month.

B. At the time of this agreement, Husband's gross monthly income is $__ and average monthly expenses are $__. Wife's gross monthly income is $__ and average monthly expenses are $__.

C. (If there are children) Under our agreed parenting plan, the children will be in the physical care of the Wife ___% of the time and in the physical care of the Husband ___% of the time.

D. The mandatory Wage Assignment Order for support will be issued.

(Optional): E. AGREEMENT NOT TO SERVE WAGE ASSIGNMENT ORDER: We understand that a Wage Assignment Order (WAO) must be issued by the court whenever support is ordered, but so long as support payments are no more than ___ days in arrears, (Wife/Husband) agrees not to serve the WAO on (Husband's/Wife's) employer. Until the WAO is served, support

payments will be made directly to (Husband/Wife) and both parties will keep a record of all payments made and received for the duration of the support obligation.

V. SUPPORT OF CHILDREN: Pursuant to California Family Code §4065, the parties make the following declarations: (1) We are fully informed of our rights concerning child support; (2) The child support award is agreed to without coercion or duress; (3) The agreement is in the best interests of the children involved; and (4) The needs of the children will be adequately met by the stipulated amount. We are aware that the guideline amount for our case is $____ and acknowledge that this agreement (does/does not) follow the guideline. The right to support has not been assigned to the county under Section 11477 of the Welfare and Institutions Code and no public assistance application is pending.

As and for child support, _____shall pay to _____ a total of $ ___ per month, payable in advance on the __day of each month, beginning on the __day of ___, 20_. Support shall be apportioned for each child as follows: _____ Support shall continue for each child until said child dies, marries, becomes self-supporting, reaches 19, or reaches 18 and is not a full-time high school student, whichever occurs first.

HEALTH INSURANCE. (Husband/Wife) shall obtain and maintain a policy of insurance providing major medical, dental and vision coverage for each child for the duration of the support obligation. The child's reasonable health costs that are not covered by any policy of health insurance shall be (paid by Husband/Wife) (shared equally) (paid __% by Husband and __% by Wife).

CHILD CARE. As additional child support, _____shall pay to _____ for child care a total of $__ per month, payable in advance on the __ day of each month, commencing on _____, 20_, and continuing as long as child care is necessary and actually being paid.

Life insurance option: During the term of the support obligation for each child, (Husband / Wife / both equally/other) shall carry and maintain a policy of life insurance in the amount of $, and shall name as sole irrevocable beneficiaries (Wife / Husband / said minor children), and shall not borrow, assign or otherwise encumber said policy. .

VI. SUPPORT PAYMENTS TO SPOUSE: The parties agree that the following amount of spousal support (does/does not) completely meet the current needs of the recipient for support.

(Use A or B)

A **.** Waiver of Right to Support: In consideration of the other terms of this agreement, and whereas both spouses are fully self-supporting, (Choose one of the following):

...there will be no order for spousal support at this time, but the court shall retain jurisdiction over spousal support.

...we each waive all right or claim which we may now have to receive support from the other. No court shall have jurisdiction to award spousal support at any time regardless of any circumstances that may arise. We understand that either of us could ask the court to retain jurisdiction over the subject of spousal support. For marriages over 5 years, add: We are informed and aware that, if requested by either party, the court is required by law to reserve spousal support for long-term marriages of over ten years, and may be disposed to do so for marriages shorter than ten years. Even so, we each waive the right to receive spousal support now or at any time in the future.

B. In consideration of the other terms of this settlement agreement,_____ agrees to pay to _____ the sum of $_____ per month, payable on the __ day of each month, beginning _____, 20_, and continuing until (any or all of the following—some certain date, the

death of the payer, death of the recipient, remarriage of the recipient, some precise condition—Note: unless specified here, no amount of cohabitation will equal remarriage, so be very clear if you intend otherwise), whichever occurs first.

Optional: Said (termination date/amount/date and amount) is absolute and no court shall have jurisdiction to modify the (termination date/amount) of spousal support at any time regardless of any circumstances that may arise. Spousal support may not be requested for any period after the termination date, nor will any court have jurisdiction to order spousal support to be paid for any period after the termination date, regardless of any circumstances that may arise and regardless of whether any motion to modify spousal support is filed before, on, or after said date.
More options: 1) amount decreases at set times; 2) amount adjusted automatically for increases in paying spouse's income; 3) court retains jurisdiction over spousal support, but no payments now; 4) a policy of life insurance required naming support recipient as sole irrevocable beneficiary (see life insurance option under child support, above), or specify that spouse and/or child to be named or retained as irrevocable beneficiary under some existing policies; 5) spouse to be dropped as beneficiary under a certain policy.

VII. CONFIRMATION OF SEPARATE PROPERTY:

A. The following property was and is the separate property of Husband, and Wife confirms it to him and waives any claim to or interest in it: list—describe clearly.

B. The following property was and is the separate property of Wife, and Husband confirms it to her and waives any claim to or interest in it: list—describe clearly.

VIII. DIVISION OF COMMUNITY PROPERTY AND DEBTS: The parties warrant and declare under penalty of perjury that the assets and liabilities divided in this agreement constitute all their community and quasi-community assets and liabilities. In the event that the division is unequal, the parties knowingly and intelligently waive an equal division of the community property.

A. Husband is awarded and assigned the following assets as his share of the community property: (list each item or groups of items. Give legal description of real estate including assessor's parcel number; license and VIN for vehicles).

B. Wife is awarded and assigned the following assets as her share of the community property:

Option for cases with little or no significant property or bills, instead of A & B above:

Husband and Wife agree that their community property and bills are minimal and that they have already divided it to their mutual satisfaction. Each hereby transfers and quitclaims to the other any and all interest in any property in the possession of the other, and agrees that whatever property the other may possess is now the sole and separate property of the other.

C. Husband shall pay the following debts promptly when due and indemnify and hold Wife harmless therefrom: (list—identify clearly, give value of each item).

D. Wife shall pay the following debts promptly when due, and indemnify and hold Husband harmless therefrom: (list—identify clearly, give value of each item).

E. Husband and Wife each warrants to the other that, after the date of this agreement, no debt or obligation will be incurred for which the other may be liable, or that could be enforced against an asset held by the other. We agree that if any claim be brought seeking to hold one liable for the subsequent debts of the other, or an undisclosed obligation of the other, or for any act or omission of the other, then each will hold the other harmless, defend such claim, and indemnify the other for any liability on the obligation, attorneys' fees, and related costs.

F. If either party has any knowledge of any community asset other than those disclosed and listed in this agreement, warrantor will transfer or pay to warrantee, at the warrantee's election,

one of the following: (a) If the asset is reasonably susceptible to division, a portion of the asset equal to the warrantee's interest in it, plus 10% per annum compounded annually from the effective date to the date of payment; or (b) The fair market value of the warrantee's interest in the asset on the effective date of this agreement, plus 10% per annum compounded annually from the effective date of this agreement.

G. If either party decides to claim any rights under bankruptcy laws, that party must notify the other of this intention in writing at least fourteen days before filing the petition, including the name, address and phone number of the attorney, if any, who represents the party in that petition and the court in which the petition will be filed. The party receiving notice will have five business days to elect to participate jointly with the notifying party in a consolidation proceeding and may choose to be represented by the same attorney, if any.

H. These provisions will not impair the availability of any other remedy arising from nondisclosure of community assets or debts.

IX. TAXES:

A. Any tax refunds for the current fiscal year shall be distributed as follows: (specify).

B. Any tax deficiencies for the current year shall be paid as follows: (specify).

C. For any year in which support payments for said child are not over ___ days in arrears, the parent paying support may claim the tax exemption for (names of children) and the recipient will execute a waiver of the right to claim the exemption for that year.

X. RESERVATION OF JURISDICTION: The parties agree that the court shall have jurisdiction to make whatever orders may be necessary or desirable to carry out this agreement and to divide equally between the parties any community assets or liabilities omitted from division under this agreement.

XI. ADVICE OF COUNSEL: The parties recognize that the termination of the marriage, issues of child custody, visitation, child and spousal support, and division of marital property will be determined by this instrument. We recognize that we each have a right to seek advice from independent counsel of our own choosing and that we knowingly and with due regard for the importance of same have elected to proceed with this agreement.

XII. EXECUTION OF INSTRUMENTS: Each agrees to execute and deliver any documents, make all endorsements, and do all acts which are necessary or convenient to carry out the terms of this agreement.

XIII. PRESENTATION TO COURT:
This agreement shall be presented to the court in any divorce proceeding between the parties, it shall be incorporated into the Judgment therein, the parties shall be ordered to comply with all its provisions, and all warranties and remedies provided in this agreement shall be preserved.

XIV. DISCLOSURES: Each party has made a full and honest disclosure to the other of all current finances and assets, and each enters into this agreement in reliance thereon. Each warrants to the other and declares under penalty of perjury that the assets and liabilities divided in this agreement constitute all of their community assets and liabilities.

XV. MEDIATION: If we are unable to resolve any dispute ourselves or with counseling, then we each agree to make a reasonable good-faith effort to resolve the matter in mediation. On the written request of either party, we will within thirty days submit our dispute to mediation with a mediator agreed upon by both of us. If we are unable to agree on a mediator, we will each choose one person to make a choice on our behalf, and those two persons together will appoint

our mediator. We will participate in mediation in good faith and we will each be responsible for half the cost of mediation.

XVI. BINDING EFFECT: This agreement, and each provision thereof, is expressly made binding upon heirs, assigns, executors, administrators, representatives, and successors in interest of each party.

Dated: _____ _____, Husband

Dated: _____ _____, Wife