

MARITAL SETTLEMENT AGREEMENT FORM
(NO MINOR CHILDREN)

This is a Marital Settlement Agreement for use by parties who do not have children less than 18 years of age. The form addresses the basic issues in most divorce cases. You are free to supplement the form or to delete certain provisions. At the trial, the judge may want you to explain the reasons you agreed to certain provisions.

If you have special concerns about reaching an agreement or want other provisions that are inconsistent with the provisions in this form, you might need to consult an attorney. It is not the responsibility of the Court to represent you or protect your interests.

8/24/04

In re the marriage of:

(Name)

(Street Address)

(City, State, Zip Code) Petitioner/Joint-Petitioner

MARITAL SETTLEMENT
AGREEMENT
(NO MINOR CHILDREN)

-and-

(Name)

(Street Address)

(City, State, Zip Code) Respondent/Joint- Petitioner

CASE # _____
CODE # 40101 (Divorce)
#40201 (Legal Separation; Annulment)

I. WAIVER OF MAINTENANCE (Spousal Support)

- A. The wife waives maintenance recognizing that she may not ask the Court for maintenance again.
- B. The husband waives maintenance recognizing that he may not ask the Court for maintenance again.

II. MAINTENANCE PROVISIONS (Proceed to Section III if Section I is checked by both parties)

A. The **Husband** **Wife** shall pay the sum of \$_____ per (weekly, biweekly, semi-monthly, monthly) as maintenance commencing _____ until _____ (insert the date of the last payment if maintenance is to end), the death of either party, the remarriage of the recipient of the maintenance or further order of the Court. These payments shall be taxable to the recipient and deductible by the payer. Temporary maintenance arrearages as of the day of the trial shall be carried forward.

B. Maintenance shall be paid as follows (Check One):

- 1. By the payer personally to the Wisconsin Support Collections Trust Fund (WSCTF) at Box 74200, Milwaukee, WI 53274-0200. If the payer fails to make a payment within 10 days after the due date, an income assignment may be processed.
- 2. By the payer's employer via income assignment.
The Employer is _____
(Name of employer or income source)

(Address) (Telephone #)

The income assignment shall be for an amount sufficient to ensure payment under the Order or Stipulation and to pay any arrearages due at a rate not to exceed 50% of the amount of maintenance due.

C. The payer shall also pay to WISCTF an annual fee, presently \$35.00, at the same time as the first payment to WISCTF each year. If the annual fee is not paid when due, WISCTF may file a motion for contempt against the payer.

D. For the duration of the maintenance obligation, both parties shall notify the Jackson County Child Support Agency, 400 Hwy 54 West, Black River Falls, WI 54615, in writing, of any change of address within 10 days of such change. The payer shall notify the Child Support Agency within 10 business days of any change of employer and of any substantial change in the amount of his or her income. Notification of any substantial change in the amount of the payer's income will not result in a change of the Order unless a revision of the Order is sought by filing a motion.

E. 1. Maintenance for the **Wife** is left open until _____ because
(insert date)

2. Maintenance for the **Husband** is left open until _____ because
(insert date)

III. DEBTS

A. The **Wife** shall pay the following debts: **(Identify the creditor and the amount due)**

B. The **Husband** shall pay the following debts: **(Identify the creditor and the amount due)**

C. If a party fails to pay his or her debts and the creditor pursues the other party for payment, the party who should have paid the debt shall reimburse the party who paid it. This provision is not enforceable if the party responsible for the debt is granted a discharge of that debt by the Bankruptcy Court.

IV. PERSONAL PROPERTY

A. The **Wife** shall have all items of personal property currently in her possession, AND the following: _____

B. The **Husband** shall have all items of personal property currently in his possession, AND the following: _____

V. REAL ESTATE

A. The parties own no real estate. (Proceed to Section VI)

B. The parties own real estate located at:

(Street Address) (City) (State) (Zip)

1. The legal description of the real estate is attached.

2. The net value of this real estate (fair market value minus all mortgages, liens, etc.) is \$ _____

3. a. This real estate: is for sale or shall be placed on the market for sale no later than _____ . The net sale proceeds shall be divided as follows:

b. While the real estate is listed for sale, the **Husband** **Wife** shall be entitled to live in the home. Mortgage payments, taxes and insurance on the home shall be paid as follows:

4. a. The **Husband** **Wife** shall be awarded the real estate and shall be responsible for all mortgage payments, taxes and insurance, holding the other party harmless therefrom. He or she shall refinance the mortgaged property to free the other party from liability thereon no later than _____.

b. The **Husband** **Wife** shall have no legal right to this real estate effective as of the date and time the Judgment of Divorce is granted. The Judgment of Divorce shall have the same force and effect as a quit claim deed signed by the **Husband** **Wife** and delivered to the **Husband** **Wife**.

5. Other provisions regarding real estate are as follows (attach extra pages if necessary):

VI. RETIREMENT PLANS, PENSIONS

A. The parties have no retirement plans or pensions. (Proceed to Section VII)

B. The **Wife** has a pension or retirement plan at _____ with an account balance of \$_____.

The **Husband** has a pension or retirement plan at _____ with an account balance of \$_____.

C. Each party shall keep his or her pension or retirement plan free and clear of any claims by the other party.

D. The parties' pension or retirement plans shall be divided between them. A Qualified Domestic Relations Order (QDRO) shall be submitted to the Court for signature to accomplish this division. The division of the plans shall be as follows:

VII. CASH PAYMENT

A. This section does not apply to our divorce. (Proceed to Section VIII)

B. A cash payment from one party to the other party is necessary because the division of debts, real estate, personal property or retirement or pension plans as stated above is not equal, or because the parties agree to a cash payment that is not taxable to the recipient and not deductible by the payer. The **Wife** **Husband** shall pay to the other spouse:

\$_____ no later than _____ or
(amount) (Date)

\$_____ per _____ commencing _____
(amount) (frequency) (Date)

with interest of _____% accruing from _____, with the total of
(Rate) (Date)

principal and interest to be paid by _____.
(Date)

VIII. NAME CHANGE

The **Wife** **Husband** may resume the former legal surname of _____.

IX. INCOME TAXES

The parties understand that they should obtain advice as to the tax consequences of this Marital Settlement Agreement. The parties acknowledge that the taxing authorities may determine that each party owns one-half of the total marital income earned in the year of divorce. Each party agrees to pay all taxes due on his or her income for the tax year in which the divorce occurs. Each of the parties shall be responsible for his or her capital gains tax, should any be incurred, in the transfer or division of property pursuant to this Agreement.

X. OTHER PROVISIONS

Please add any other agreements you have here: _____

XI. EXECUTION OF DOCUMENTS AFFECTING AGREEMENT

Each party shall sign and deliver to the other party any and all documents which may be necessary to carry out the terms and conditions of this Marital Settlement Agreement. Upon failure to do so, a certified copy of the Judgment of Divorce may be recorded and utilized with the same force and effect as if a deed, conveyance, transfer, or other such document had been personally signed by the parties.

XII. WISCONSIN AS FORUM

The forum for all disputes shall be the Jackson County Circuit Court, State of Wisconsin, unless the parties agree otherwise, in writing, or unless provided otherwise by law.

XIII. MUTUAL RELEASES

Each party gives up all right, title and interest in the property awarded to the other. All property and money received and retained by a party shall be his or her separate property, free and clear of any right, title, interest, or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never been married, except as expressly provided herein, in full satisfaction of all property rights and all obligations arising out of the marital relationship of the parties.

XIV. FINANCIAL DISCLOSURE

This Marital Settlement Agreement is based in part upon the statement of income, assets, debts and liabilities set forth on the financial disclosure statement of each party. Each party believes that there has been a full disclosure of all income, assets, debts and liabilities. The property referred to in this Marital Settlement Agreement represents all the property in which either party has any interest.

If either party deliberately or negligently fails to disclose any asset with a fair market value of \$500 or more and it is omitted from the final distribution of property, the other party may petition the Court, at any time, to create a constructive trust as to all undisclosed assets for the benefit of the parties. All information disclosed in the financial disclosure statement shall be confidential and may not be made available to any person for any purpose other than the adjudication, appeal, modification, or enforcement of this Judgment.

XV. VOLUNTARY EXECUTION

Each party acknowledges that this Marital Settlement Agreement has been entered into of his or her own volition with full knowledge and information, including information concerning the tax consequences of this Agreement. In some instances, it represents a compromise of disputed issues. Each party believes the terms and conditions to be fair and reasonable. No coercion or undue influence has been used by or against either party.

XVI. MODIFICATION AND WAIVER

The modification and waiver of any of the provisions of this Marital Settlement Agreement shall be effective only if made in writing and signed with the same formality as this Marital Settlement Agreement.

XVII. RESTRAINING PROVISIONS

The parties agree not to molest, interfere with or impose any restraint upon the personal liberty of the other party. Except with specific permission of the other party, neither party will go onto the premises occupied by the other as a residence.

XVIII. RELIANCE BY THE PARTIES

The parties acknowledge that they made certain decisions during the pendency of this action in reliance on this Marital Settlement Agreement. If this Marital Settlement Agreement is rejected by one party prior to trial or is not approved by the Court, the Court may give substantial weight in making any property division or other Order to the fact that there may have been a detrimental reliance by either or both parties on the terms and conditions in this Agreement.

XIX. INCORPORATION INTO JUDGMENT AND ENFORCEMENT

The violation of the terms and conditions of this Marital Settlement Agreement may be punishable as contempt of court. The terms of this Marital Settlement Agreement shall be submitted to the Court for approval and incorporation into the Judgment of Divorce.

We agree to the provisions set forth in this Agreement.

Husband, Pro Se

Date

Wife, Pro Se

Date