

**MARITAL SETTLEMENT AGREEMENT FORM  
WITH MINOR CHILDREN**

**This is a Marital Settlement Agreement form for use by parties who have a child or children less than 18 years of age (or 19 if the child is still trying to acquire a high school diploma or its equivalent). You may change provisions to suit your needs. At the trial, the judge may want you to explain the reasons you agreed to certain provisions.**

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

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In re the Marriage of:

**MARITAL SETTLEMENT**

**AGREEMENT**

**(WITH MINOR CHILDREN)**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)                      Petitioner/Joint Petitioner

AND

JACKSON COUNTY

CASE # \_\_\_\_\_

\_\_\_\_\_  
(Name)

CODE # 40101 (Divorce)

\_\_\_\_\_  
(Street Address)

(#40201: Legal Separation or Annulment)

\_\_\_\_\_  
(City, State, Zip Code)                      Respondent/Joint Petitioner

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This Agreement is between \_\_\_\_\_, **wife**, and \_\_\_\_\_, **husband**. This Agreement may be incorporated by the Court in the Conclusions of Law and Judgment.

**I. LEGAL CUSTODY AND PERIODS OF PHYSICAL PLACEMENT**

**DEFINITIONS:**

**“Legal custody”** means the right and responsibility to make major decisions concerning the child, except with respect to specified decisions as set forth by the Court or the parties in the final Judgment or Order.

**“Joint legal custody”** means the condition under which both parties share legal custody and neither party’s legal custody rights are superior, except with respect to specified decisions as set forth by the Court or the parties in the final Judgment or Order.

**“Sole legal custody”** means the condition under which only one party has legal custody.

**“Major decisions”** include, but are not limited to, decisions regarding consent to marry, consent to enter military service, consent to obtain a motor vehicle operator’s license, authorization for non-emergency health care and choice of school and religion.

**“Physical placement”** means the condition under which a party has the right to have a child physically placed with that party and has the right and responsibility to make, during that placement, routine daily decisions regarding the child’s care, consistent with major decisions made by a person having legal custody.

**A.** The children born to or adopted by the parties are:

NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Legal custody shall be granted to :  Mother only  Father only  Both parties

A party who is not granted legal custody shall complete a Family Medical History Questionnaire and return it to the Clerk of Courts, Jackson County Courthouse, 307 Main Street, Black River Falls, WI 54615.

- C. Physical placement of the children shall be

- Mother shall have placement of the child(ren) as follows (attach extra pages if necessary)

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- Father shall have placement of the child(ren) as follows (attach extra pages if necessary)

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- D.  We have read WI Stat § 767.327, regarding moving a child's residence within or outside the state

**WI Stat § 767.327 Moving the child's residence within or outside the state.**

**(1) NOTICE TO OTHER PARENT.**

(a) If the court grants periods of physical placement to more than one parent, it shall order a parent with legal custody of and physical placement rights to a child to provide not less than 60 days written notice to the other parent, with a copy to the court, of his or her intent to:

1. Establish his or her legal residence with the child at any location outside the state
2. Establish his or her legal residence with the child at any location within this state that is at a distance of 150 miles or more from the other parent.
3. Remove the child from this state for more than 90 consecutive days.

(b) The parent shall send the notice under par. (a) by certified mail. The notice shall state the parent's proposed action, including the specific date and location of the move or specific beginning and ending dates and location of the removal, and that the other parent may object within the time specified in sub. (2)(a).

**(2) OBJECTION; PROHIBITION; MEDIATION.**

(a) Within 15 days after receiving the notice under sub. (1), the other parent may send to the parent proposing the move or removal, with a copy to the court, a written notice of objection to the proposed action.

(b) If the parent who is proposing the move or removal receives a notice of objection under par. (a) within 20 days after sending a notice under sub. (1)(a), the parent may not move with or remove the child pending resolution of the dispute, or final order of the court under sub. (3), unless the parent obtains a temporary order to do so under S. 767.23(1)(bm).

(c) Upon receipt of a copy of a notice of objection under par. (a), the court or circuit court commissioner shall promptly refer the parents for mediation or other family court counseling services under S. 767.11 and may appoint a guardian ad litem. Unless the parents agree to extend the time period, if mediation or counseling services do not resolve the dispute within 30 days after referral, the matter shall proceed under subs.(3) to (5).

**(3) STANDARDS FOR MODIFICATION OR PROHIBITION IF MOVE OR REMOVAL CONTESTED.**

(a) 1. Except as provided under par. (b), if the parent proposing the move or removal has sole legal or joint legal custody of the child and the child resides with that parent for the greater

period of time, the parent objecting to the move or removal may file a petition, motion or order to show cause for modification of the legal custody or physical placement order affecting the child. The court may modify the legal custody or physical placement order if, after considering the factors under sub.(5), the court finds all of the following:

- a. The modification is in the best interest of the child
  - b. The move or removal will result in a substantial change of circumstances since the entry of the last order affecting legal custody or the last order substantially affecting physical placement.
2. With respect to subd.1:
- a. There is a rebuttable presumption that continuing the current allocation of decision making under a legal custody order or continuing the child's physical placement with the parent with whom the child resides for the greater period of time is in the best interest of the child. This presumption may be overcome by a showing that the move or removal is unreasonable and not in the best interest of the child.
  - b. A change in the economic circumstances or marital status of either party is not sufficient to meet the standards for modification under that subdivision.
3. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.
- (b) 1. If the parents have joint legal custody and substantially equal periods of physical placement with the child, either parent may file a petition, motion, or order to show cause for modification of the legal custody or physical placement order. The court may modify an order of legal custody or physical placement if, after considering the factors under sub.(5), the court finds all of the following:
- a. Circumstances make it impractical for the parties to continue to have substantially equal periods of physical placement.
  - b. The modification is in the best interest of the child.
    1. Under this paragraph, the burden of proof is on the parent filing the petition, motion or order to show cause.
- (c) 1. If the parent proposing the move or removal has sole legal or joint legal custody of the child and the child resides with that parent for the greater period of time or the parents have substantially equal periods of physical placement with the child, as an alternative to the petition, motion or order to show cause under par. (a) or (b), the parent objecting to the move or removal may file a petition, motion or order to show cause for an order prohibiting the move or removal. The court may prohibit the move or removal if, after considering the factors under sub.(5), the court finds that the prohibition is in the best interest of the child.
2. Under this paragraph, the burden of proof is on the parent objecting to the move or removal.

**(4) GUARDIAN AD LITEM; PROMPT HEARING.** After a petition, motion or order to show cause is filed under sub. (3), the court shall appoint a guardian ad litem, unless S.767.045(1)(am) applies and shall hold a hearing as soon as possible.

**(5) FACTORS IN COURT'S DETERMINATION.** In making its determination under sub.(3), the court shall consider all of the following factors:

- (a) Whether the purpose of the proposed action is reasonable.
- (b) The nature and extent of the child's relationship with the other parent and the disruption to that relationship which the proposed action may cause.
- (c) The availability of alternative arrangements to foster and continue the child's relationship with and access to the other parent.

**(6) NOTICE REQUIRED FOR OTHER REMOVALS. (5m) DISCRETIONARY FACTORS TO CONSIDER.**

- (a) Unless in making a determination under sub.(3), the Court may consider the child's adjustment to the home, school, religion and community.
- (b) Unless the parents agree otherwise, a parent with legal custody and physical placement rights shall notify the other parent before removing the child from his or her primary residence for a period of not less than 14 days.
- (c) Notwithstanding par. (a), if notice is required under sub.(1), a parent shall comply with sub. (1).

(d) Except as provided in par.(b), subs. (1) to (5) do not apply to a notice provided under par. (a)

E.  We have read WI Stat § 948.31, regarding interference with custody by a parent or others,

WI Stat § **948.31 Interference with custody by parent or others**

- (1)** (a) In this subsection, “legal custodian of a child” means:
1. A parent or other person having legal custody of the child under an order or judgment in an action for divorce, legal separation, annulment, child custody, paternity, guardianship or habeas corpus.
  2. The department of health and family services or the department of corrections or any person, county department under s. 46.215, 46.22 or 46.23 or licensed child welfare agency, if custody or supervision of the child has been transferred under ch.48 or 938 to that department, person or agency.
- (b) Except as provided under chs. 48 and 938, whoever intentionally causes a child to leave, takes a child away or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation period from a legal custodian with intent to deprive the custodian of his or her custody rights without the consent of the custodian is guilty of a Class F felony. This paragraph is not applicable if the court has entered an order authorizing the person to so take or withhold the child. The fact that joint legal custody has been awarded to both parents by a court does not preclude a court from finding that one parent has committed a violation of this paragraph.
- (2)** Whoever causes a child to leave, takes a child away or withholds a child for more than 12 hours from the child’s parents or from the child’s mother in the case of a non-marital child where parents do not subsequently intermarry under s 767.60, without the consent of the parents or the mother, is guilty of a Class E felony. This subsection is not applicable if legal custody has been granted by court order to the person taken or withholding the child.
- (3)** Any parent, or any person acting pursuant to directions from the parent, who does any of the following is guilty of a Class F felony:
- (a) Intentionally conceals a child from the child’s other parent.
  - (b) After being served with process in an action affecting the family but prior to the issuance of a temporary or final order determining child custody rights, takes the child or causes the child to leave to deprive the other parent of physical custody as defined in s. 822.02(9).
  - (c) After issuance of a temporary or final order specifying joint legal custody rights and periods of physical placement, takes a child from or causes a child to leave the other parent in violation of the order or withholds a child for more than 12 hours beyond the court-approved period of physical placement or visitation period.
- (4)** (a) It is an affirmative defense to prosecution for violation of this section if the action:
1. Is taken by a parent or by a person authorized by a parent to protect his or her child in a situation in which the parent or authorized person reasonably believes that there is a threat of physical harm or sexual assault to the child;
  2. Is taken by a parent fleeing in a situation in which the parent reasonably believes that there is a threat of physical harm or sexual assault to himself or herself;
  3. Is consented to by the other parent or any other person or agency having legal custody of the child or;
  4. Is otherwise authorized by law.
- (b) A defendant who raises an affirmative defense has the burden of proving the defense by a preponderance of the evidence.
- (5)** The venue of an action under this section is prescribed in s.971.19(8).
- (6)** In addition to any other penalties provided for violation of this section, a court may order a violator to pay restitution, regardless of whether the violator is placed on probation under s.973.09, to provide reimbursement for any reasonable expenses incurred by any person or any governmental entity in locating and returning the child. Any such amounts paid by the violator shall be paid to the person or governmental entity which incurred the expense on a

prorated basis. Upon the application of any interested party, the court shall hold an evidentiary hearing to determine the amount of reasonable expenses.

**II. CHILD SUPPORT**

**CHECK WHICHEVER SECTION(S) APPLY IN A, B, C or D**

**A.** Child support shall be paid by  Father  Mother in the amount of \_\_\_\_\_  
(dollar amount or %)  
per \_\_\_\_\_ commencing on \_\_\_\_\_  
(weekly, biweekly, semi-monthly, monthly) (Month) (Day) (Year)  
until further order of the Court.

**PLEASE NOTE:** A support order cannot be expressed as a percentage of income (for example, 17% of gross income) if the person receiving support is on public assistance for the children or if the person paying support has another support obligation in a different case.

**B.**  There will be no payment of child support from one parent to the other parent because:

\_\_\_\_\_

**C.**  Father shall pay the following expenses of the children:

\_\_\_\_\_  
\_\_\_\_\_

Mother shall pay the following expenses of the children:

\_\_\_\_\_  
\_\_\_\_\_

Commencing on : \_\_\_\_\_  
(Month) (Day) (Year)

**D.**  This agreement is not based on the Wisconsin Child Support Percentage of Income Standard that would require

payment of \_\_\_\_\_ per \_\_\_\_\_,  
(dollar amount or %) (frequency)

We have agreed to a different amount because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E.** Any arrears of child support on the day of the divorce trial shall be  expunged  carried forward and paid off as follows:

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**F.** The **Mother** is entitled to take the following named child(ren) as dependency exemptions on tax returns:

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The **Father** is entitled to take the following named child(ren) as dependency exemptions on tax returns:

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**Other** (Please explain in detail):

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(Check if applicable) Any use of a child as a tax exemption by the parent paying child support is conditioned on the payer being substantially current in paying the child support and his/her share of uninsured health expenses for that tax year.

**G.** The payer's employment information is as follows:

NAME OF EMPLOYER: \_\_\_\_\_

ADDRESS OF EMPLOYER: \_\_\_\_\_

PHONE NUMBER OF EMPLOYER: \_\_\_\_\_

**H. All child support shall be paid to the Wisconsin Support Collections Trust Fund (WISCTF) at Box 74200, Milwaukee, WI 53274-0200. Any money which is not paid to the WSCTF may or may not be considered child support.**

**I.** The parent who is ordered to pay child support shall also pay to the WSCTF, as a fee, the sum of \$35 once per year. The annual fee shall be paid on the due date of, and in addition to, the first payment to the WSCTF in each year for which payments are ordered. If the annual fee is not paid when due, the WSCTF may file a contempt motion against the payer.

**J.** This Order shall act as an income assignment pursuant to WI Stats § 767.265. The assignment shall be processed

Immediately  If the payer is more than 10 days late with a payment.

Pursuant to WI Stat § 767.265(1), the income assignment shall be for an amount sufficient to ensure payment of the current support and any arrearages at a rate not to exceed 50% of the amount of support due under the order. Once all arrears have been paid, the assignment shall be decreased to the amount of current support. An assignment to unemployment compensation shall be for only the amount of current support.

**K.** Pursuant to WI Stat § 767.25(4), child support for any child shall be paid until the child has reached the age of 18. However, if the child is 18 and pursuing an accredited course of instruction leading to

the acquisition of a high school diploma or its equivalent, child support shall be paid until graduation or age 19, whichever is first.

**III. NOTIFICATION TO CHILD SUPPORT AGENCY**

- A. For the duration of the child support, family support or maintenance obligation, both parents shall notify the Child Support Agency, 420 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, in writing, within 10 business day of any change of employment and of any substantial change in income sufficient to affect his or her ability to pay child support. Such notification does not change the support order for child support unless a revision of the order is sought from the court and granted by the court.
- B. Pursuant to WI Stat § 767.263(2) if there is a child support, family support or maintenance order, each party shall provide the Child Support Agency with his or her social security number, residential and mailing addresses, telephone number, operator’s license number and the name, address, and telephone number of his or her employer. A party shall notify the Child Support Agency of any change in this information within 10 business days after the change.

**IV. INSURANCE AND UNINSURED HEALTH CARE EXPENSES**

- A.  The **Mother** shall insure the children on any (health insurance) (dental insurance) which is available at a reasonable cost through employment.
- The **Father** shall insure the children on any (health insurance) (dental insurance) which is available at a reasonable cost through employment.

- B.  The **Parents** shall share uninsured health care expenses of the children in the following percentage:

**MOTHER** \_\_\_\_\_%                      **FATHER** \_\_\_\_\_%

- C. Health care expenses for the child(ren) shall include (check appropriate boxes)

Medical  Dental  Psychological  Optical  Orthodontic  Other \_\_\_\_\_

- D. Repayment of one parent’s portion of uninsured health expenses to either the other parent who paid the total uninsured portion or to the health care provider shall be accomplished as follows:

\_\_\_\_\_  
\_\_\_\_\_

**V. 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.

**VI. MAINTENANCE PROVISIONS (Proceed to Section VII if Section V 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 WSCTF an annual fee, presently \$35.00, at the same time as the first payment to WSCTF each year. If the annual fee is not paid when due, WSCTF 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, 420 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)

\_\_\_\_\_  
\_\_\_\_\_

## VII. 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)**

\_\_\_\_\_

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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.

**VIII. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IX. REAL ESTATE**

- A.  The parties own no real estate. (Proceed to Section X)
- 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:

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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 there from. 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 the 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):

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**X. RETIREMENT PLANS, PENSIONS**

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

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:

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**XI. CASH PAYMENT**

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

**XII. NAME CHANGE**

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

**XIII. 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.

**XIV. OTHER PROVISIONS**

Please add any other agreements you have here:

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**XV. 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.

#### **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.

#### **XIX. 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.

#### **XX. 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.

#### **XXI. 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.

#### **XXII. 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

