

MARRIAGE OF _____

CASE NUMBER _____

MARITAL SETTLEMENT AGREEMENT

The parties to this agreement acknowledge that with this agreement they intend to resolve all issues remaining in their case and that although this agreement may not be an exactly equal division of their assets and debts, they waive any inequality in the interest of reaching a full and final resolution of their matter. The parties hereby agree that the following may be incorporated into a Final Judgment.

1. CHILD CUSTODY AND SUPPORT [check one]

We have no minor children together, therefore this section does not apply.

The minor children are: _____

A. CUSTODY:

Legal Custody shall be awarded to the parties jointly OR to the _____.

Physical Custody shall be awarded to the parties jointly OR to the _____.

Custodial time for the _____ shall be:

per the Mediation Agreement / Order filed on _____.

OR

as follows: _____

The residence of the minor children shall not be changed from California County of Ventura

_____ without prior agreement of the parties or court order.

The parties agree that this court has jurisdiction over the issue of child custody as California is the home state of the children, that they personally executed this agreement and understand their custodial rights and waive any further hearing on this issue, and agree that the United States is the country of habitual residence of the children. They acknowledge that they are aware that a violation of this custodial order may result in civil or criminal penalties. [Family Code Section 3048]

B. SUPPORT: If there are minor children of this relationship, the court MUST issue orders regarding child support unless a case is already in effect through the Department of Child Support Services:

The Department of Child Support Services is enforcing an existing child support order in case number _____ . Child support is reserved to that case. No other orders regarding child support are needed.

If there is no DCSS case, check ONE of the following:

The parties agree to Guideline Child Support per the **attached Dissomaster**. Guideline support is \$_____ per month payable by the _____ to the _____.

The parties agree to a Non-Guideline Child Support Order in the amount of \$_____ per month payable by the _____ to the _____, and all the following are true:

The parties are fully informed of their rights concerning child support

The amount is being agreed to without coercion or duress

The needs of the children will be adequately met by this order

Neither parent is receiving public assistance for these children and no application is pending.

No change of circumstances is needed to raise the order to Guideline.

Child support ordered under this section shall be paid $\frac{1}{2}$ on the first and $\frac{1}{2}$ on the 15th of each month commencing _____ and shall continue until the supported child dies, emancipates, reaches the age of 18 or, if still a full-time high school student, age 19 or graduation, whichever first occurs.

In the event that there is a contract between a party receiving support and a private child support collector, the party ordered to pay support must pay the fee charged by the private child support collector. This fee must not exceed 33 1/3 percent of the total amount of past due support nor may it exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the party receiving support jointly.

C. MEDICAL INSURANCE: The _____ shall maintain health insurance for the minor children. Any uncovered health care expenses shall be paid equally by the parties.

D. CHILD CARE: Child care to allow either parent to work shall be paid as follows:

included in the child support order above

paid equally by the parties directly to the day care provider.

other _____.

E. DEPENDENT EXEMPTIONS: The _____ shall be allowed to claim _____ [name children] as dependents for tax filing purposes. If necessary, the custodial parent shall execute IRS form 8332 to release the exemptions.

2. SPOUSAL / PARTNER SUPPORT [check one]

Both parties waive receipt of spousal / partner support now and forever. The court terminates jurisdiction to award spousal support to either party now or at any time in the future.

The court reserves jurisdiction over the issue of spousal / partner support and may make an order for support in the future upon properly noticed motion by either party.

The _____ shall pay to the _____ the sum of \$_____ per month payable ½ on the first and ½ on the 15th of each month commencing _____ and continuing until death of either party, remarriage of supported spouse / partner, further order of the court or until _____ at which time support shall terminate. This order is appropriate based on the length of marriage / domestic partnership, age and earning capacity of the parties and other relevant factors.

3. DIVISION OF PROPERTY AND DEBTS:

The PETITIONER is awarded the following as Petitioner's sole and separate property and RESPONDENT hereby waives any interest therein:

The RESPONDENT is awarded the following as Respondent's sole and separate property and PETITIONER hereby waives any interest therein:

PETITIONER shall pay, assume and hold RESPONDENT harmless from the following debts:

RESPONDENT shall pay, assume and hold PETITIONER harmless from the following debts:
