

## MARITAL SETTLEMENT AGREEMENT

This Agreement is made between First + Last Name of Spouse #1 and First + Last Name of Spouse #2, hereinafter respectively referred to as "Elsie<sup>1</sup>" and "Elliot<sup>2</sup>," and collectively referred to as the "Parties." Except as otherwise provided in this agreement ("Agreement"), the purpose of this Agreement is to make a final and complete settlement of all rights and obligations between the Parties, including all property rights and all rights and obligations concerning child custody and visitation, child support and spousal support.

For good and valuable consideration, including, without limitation, the mutual promises, conditions and agreements set forth herein, the Parties agree as follows:

### 1. STATISTICAL FACTS

- A. The Parties were married on \_\_\_\_\_.
- B. The Parties separated on \_\_\_\_\_.
- C. Marriage Duration: \_\_\_\_\_ years, \_\_\_\_\_ months.
- D. Irreconcilable differences have arisen between the Parties that have caused an irreparable breakdown in their marital relationship. There is no possibility of reconciliation.
- E. [Optional: Insert if a Divorce "Petition" has been filed with the court] An action for dissolution of marriage (Case Number \_\_\_\_\_) was filed by Elsie on \_\_\_\_\_ in the Superior Court of the State of California, County of \_\_\_\_\_. The court acquired jurisdiction over Elliot on \_\_\_\_\_ when Elliot was served with the Petition. Elliot filed a Response on \_\_\_\_\_.
- F. The Parties have # minor [child/children] of their marriage. Insert full name of each child and date of birth.
- G. The Parties have # adult [child/children] of their marriage. Insert full name of each child and date of birth.<sup>3</sup>

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<sup>1</sup> For purposes of this template, spouse #1 is Elsie and spouse #2 is Elliot. Decide which spouse will be #1 and #2 and input your names accordingly.

<sup>2</sup> This Marital Settlement Agreement can be used to dissolve a heterosexual or same-sex marriage. If you are also dissolving a domestic partnership, please include language indicating such and add your date of domestic partnership and date of legal dissolution of domestic partnership (if applicable)

<sup>3</sup> If you have any adult children with special needs and/or are

- H. Elsie is \_\_\_\_\_ years old. She is/is not presently employed on a full-time basis. Elsie is in \_\_\_\_\_ health. Briefly describe earnings, estimated expenses, and income from any other sources. If she managed the household and/or was/is the primary parent for your children, state this here.
- I. Elliot is \_\_\_\_\_ years old. He is/is not presently employed on a full-time basis. Elliot is in \_\_\_\_\_ health. Briefly describe earnings, estimated expenses, and income from any other sources. If he managed the household and/or was/is the primary parent for your children, state this here.

## 2. VOLUNTARINESS, REPRESENTATION & NO UNDUE INFLUENCE

- A. Neither party has been represented by an attorney in the negotiation or preparation of this Agreement. Elsie acknowledges that she has carefully read this agreement in its entirety and voluntarily chooses to execute it. Elliot acknowledges that she has carefully read this agreement in its entirety and voluntarily chooses to execute it.
- B. The Parties have negotiated the terms of their Agreement and have memorialized these terms in this Agreement. Both Parties have carefully reviewed the terms of this Agreement and have made revisions and/or additions that are agreeable to both.
- C. The Parties acknowledge that he and she have made such investigation of the earnings and earning capacity of the other and has deemed sufficient and necessary for their own purposes in negotiation of this Agreement.
- D. Elsie acknowledges that she has carefully read the Agreement and fully understands the contents thereof. She understands the legal consequences of this Agreement including her rights and obligations. She freely and voluntarily entered into this Agreement and is signing it of her own free will and not acting under any undue influence or duress.
- E. Elliot acknowledges that he has carefully read the Agreement and fully understands the contents thereof. He understands the legal consequences of this Agreement including his rights and obligations. He freely and voluntarily entered into this Agreement and is signing it of his own free will and not acting under any undue influence or duress.

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disabled such that they are 'incapacitated from earning a living', you may have an Agreement regarding support that should be addressed in this MSA.

### 3. CUSTODY AND VISITATION<sup>4</sup>

A. Elsie and Elliot will share joint legal custody of their minor children: name/ date of birth for each child.          will have sole physical custody of the minor children.

**3.A.1**          will have visitation with the minor children as follows: insert visitation schedule.

OR

B. Elsie and Elliot will share joint legal custody and joint physical custody of their minor children: name/ date of birth for each child.

**3.B.1**          Beginning insert date, the Parties shall share joint physical custody as follows: insert custody schedule.

### 4. CHILD SUPPORT

A. Beginning insert date, and continuing each month thereafter,          shall pay to         , monthly base guideline child support in the amount of insert amount. Support shall be paid by insert method of payment (e.g. wage assignment, direct deposit, check) on insert date(s) support will be paid (e.g. the 1<sup>st</sup> and the 15<sup>th</sup> day of each month) in accordance with the Dissomaster calculation attached hereto as Exhibit A.

B. Child support shall continue until termination by operation of law pursuant to Family Code Section 3901. Child support shall continue as to an unmarried child who has attained the age of 18 years, is a full time high school student, and who is not self-supporting, until the time s/he completes the 12<sup>th</sup> grade or attains age 19, whichever occurs first.

C. Elsie and/or Elliot will maintain coverage for each minor child under the medical and dental insurance currently provided through his/her employment. To facilitate the use of such coverage for the children, both Parties will cooperate fully and in a timely manner, obtain and provide all necessary insurance cards and claim forms. This provision will be deemed part of the child support orders. If insurance becomes unavailable to insert husband/wife or both on substantially

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<sup>4</sup> Consider adding holiday, vacation, legal custody and misc. custody terms in this MSA and/or in forms you attached to the Judgment (FL-180)

the same terms as at present s/he will provide similar coverage to the extent it is available to him/her at no cost or reasonable cost.

- D. The Parties acknowledge that they are fully informed of their rights under the California Family Code with respect to child support. They agree to these provisions without coercion or duress.
- E. The foregoing support agreement is in the best interests of the insert name of child(ren) and his/her needs will be met by this Agreement.

## 5. SHARED EXPENSES FOR CHILD/REN'S NAME(S)

- A. Health Related Expenses: The Parties shall each pay one half of the extraordinary as well as ordinary and necessary uninsured, uncovered medical expenses for child(ren)'s names for so long as s/he/they is/are entitled to child support, in accordance with Family Code § 4062. Either Party advancing such costs shall submit verification of such expenses as detailed in Family Code § 4063, and further explained in the protocol attached hereto in the Form FL-192<sup>5</sup>.
- B. Activity Expenses: The Parties shall continue until further court order or written agreement, to share equally the costs associated with child(ren)'s names insert activity (e.g. educational or special needs and extra-curricular activity fees or all agreed upon extra curricular activities).

## 6. SPOUSAL SUPPORT

- A. In consideration of each party's present financial circumstances, the age and health of the parties, and other circumstances detailed in family code § 4320, each party knowingly and intelligently waives and releases, now and forever, all rights and claims to receive spousal support from the other at any time. No court will have jurisdiction to order spousal support payable by either party to the other at any time, regardless of any circumstances that may arise.

**OR**

- B. Name shall pay Name as and for support and maintenance in the amount of \$ \_\_\_\_\_ per month, commencing insert date and continuing until until further order of the court.

- 6.B.1** It is the goal of the State of California that each Party shall make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating support.

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<sup>5</sup> FL-192 is available [here](#).

6.B.2 The amount and duration of support remain modifiable so long as the court retains its ability to award spousal support in this action.

**OR**

C. Name shall pay Name as and for support and maintenance in the amount of \$\_\_\_\_\_ per month, commencing insert date and continuing until insert date.

6.C.1 The amount and duration of support is non modifiable.

6.C.2 Spousal support payments shall no long be due on the earliest of: death of the payor spouse, death of the payee spouse, remarriage of the payee spouse, or insert date stated in 6(C).

D. Spousal support is "alimony" within the meaning of Internal Revenue Code section 71. Spousal support shall be tax deductible to Name and taxable to Name.

E. The spousal support set forth in this Agreement is based on an assessment by each of the parties of his/her respective needs, their earnings and/or earnings potential, and all other factors enumerated in Family Code section 4320, including but not limited to the Parties' marital standard of living.

## 7. PROPERTY

A. Eliott shall receive, as his share of the community property, the following property and debts:

7.A.1 Insert a list of property (e.g. existing balance and bank account #xxxx, life insurance policy, vehicle, antique dresser, equipment, retirement account(s), debt owing to Visa account #xxxx etc.)

B. Elise shall receive, as her share of the community property, the following property and debts:

7.B.1 Insert a list of property (e.g. existing balance and bank account #xxxx, life insurance policy, vehicle, antique dresser, equipment, retirement account(s), debt owing to Visa account #xxxx etc.)

C. All assets acquired by either Party after the date of separation of the Parties will be the separate property of the Party acquiring them, and each Party disclaims

and waives any and all rights and interest in each asset acquired by the other after that date.

- D. The family residence<sup>6</sup> will be listed for sale on or before date with a mutually agreeable realtor. The net proceeds shall be divided equally? The residence will be sold as soon as reasonably possible. Pending sale neither/Elise/Elliott shall continue to live in the home. Should the Parties be unable to agree on terms of sale, listing or sale price, realtor choice, repairs or improvements made prior to listing the home for sale, and/or any other practical considerations pertaining to the disposition of the family home, the Parties may seek assistance from the court.
- E. The parties agree that the division of the community assets and debts set forth in this Agreement is substantially fair and equitable. No equalizing payment will be due from either party to the other.

## 8. ATTORNEY FEES AND COSTS

- A. Elsie and Elliott shall each pay his/her own attorney's fees and costs incurred in preparing and negotiated in the Agreement, as except as payable below: insert terms if one party is paying the other party fees and/or costs.

## 9. INCOME TAX MATTERS

- A. Elsie and Elliott have heretofore filed certain joint income tax returns, both state and federal. If there is ever a deficiency assessment with respect to any previously filed joint income tax returns, Elsie and Elliott agree to equally pay said deficiency, together with all interest and penalties, if any. Elsie and Eiott further agree to equally pay any expenses incurred in contesting any deficiency assessment.

## 10. Waiver of various claims

- A. With regard to this marital settlement agreement, the parties waive a statement of decision, the right to a new trial, the right to petition for a rehearing, and the right to appeal.
- B. Except as otherwise provided for herein, all claims and reimbursements are waived by each of the Parties including but not limited to:

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<sup>6</sup> There are several ways property (especially the family home) can be divided or equalized in divorce. If you plan to sell the home forthwith, keep the home until the youngest child is 18 and/or continue to own the home jointly, consider asking a lawyer to draft these terms (and any other complicated terms) in the Marital Settlement Agreement.

- 10.B.1 Any right to reimbursement as a result of the payment of community debts after date of separation.
- 10.B.2 Any right to reimbursement as a result of one Party's use of community assets since date of separation.
- 10.B.3 Any right to reimbursement as a result of separate property contributions made to the community or to either Party.

- 11. This written agreement contains the entire agreement of the Parties on the matters it covers and it supersedes any previous agreement between the Parties. No other agreement, statement or promise made by or to either of the Parties or the agent or representative of either Party shall be binding upon the Parties unless it is in writing and signed by both Parties or unless contained in an order of a court of competent jurisdiction.
- 12. Each Party hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a will or other written document executed after the effective date of this agreement.
- 13. This agreement shall remain in full effect unless and until it is modified or revoked in a writing signed by both Parties.
- 14. Each Party warrants to the other that all community (and quasi-community) property of which either has any knowledge has been disclosed and listed in this agreement. Each Party further warrants that neither is possessed of any interest in any property not set forth in this agreement, whether community, quasi-community, tenancy in common or joint tenancy in property. The Parties acknowledge their understanding that they are subject to the "duty of good faith" in the management and control of their community property.
- 15. This agreement shall be incorporated and merged into a judgment of dissolution of marriage.
- 16. **This marital settlement agreement shall be effective as of the date if is executed by both husband and wife.**

Executed on [REDACTED] at [REDACTED], California.

Date: \_\_\_\_\_

[REDACTED]  
[REDACTED]  
ELSIE [LAST NAME]

Date: \_\_\_\_\_

ELIOTT [LAST NAME]

\*SIGNATURES MUST BE NOTARIZED – NOTARY ACKNOWLEDGMENT FORM MUST BE ATTACHED

**NOTE:** Congratulations – your Marital Settlement Agreement (MSA) has been prepared! Now, to complete your divorce, you will still need to prepare a Stipulated **Judgment for Dissolution of Marriage (FL-180) and attach this MSA to it.** Now that you have a complete agreement, the Judgment preparation should be a lot easier!