

DEKALB COUNTY SUPERIOR COURT

STATE OF GEORGIA

_____,
Plaintiff,

Civil Action

vs.

Case Number _____

_____,
Defendant.

SETTLEMENT AGREEMENT WITH MINOR CHILDREN

This is an agreement between _____
(referred to here as "Plaintiff") and _____
(referred to here as "Defendant").

The parties are married but are currently separated; and

They have _____ minor children together, who are listed below:

<u>Child's Name</u>	<u>Year of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The parties want to settle between themselves all questions of custody, visitation, child support, insurance, alimony, division of property, debts and all other rights and obligations arising out of their marital relationship;

THEREFORE, in consideration of the mutual promises and declarations in this agreement, the parties agree as follows:

1. SEPARATION.

The parties shall continue to live apart and each one shall be free from all interference and control by the other, as fully as if unmarried, and each may reside at such places as they may choose.

Plaintiff (*initials*) _____

Defendant (*initials*) _____

2. **CUSTODY**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b).]

(If you want a custody arrangement that is not shown here, you should consult an attorney for appropriate language to use in place of this section.)

- (a) The _____ shall have sole custody of the children.
- (b) The _____ shall have physical custody of the children, and the parties shall have joint legal custody of them. The parties shall consult each other and try to reach a joint decision on all major issues concerning the children’s education, health care and religious upbringing. However, if the parties are not able to reach a joint decision concerning one of these major issues, then the parent with physical custody shall make the final decision on the issue.

3. **VISITATION**

The _____ shall have the right of reasonable visitation with the minor children, at any time by mutual consent of the parties, provided that the beginning and ending times of the visitation have been put into writing and signed by both parties before the start of the visitation. In arranging visitation, the parties shall take into consideration the requirements of the children’s school work, their activities, and child care arrangements.

- (a) If the parties cannot agree on specific visitation, the _____ shall have the right to visitation according to the schedule attached to this *Settlement Agreement* as “Exhibit A.”
- (b) The visiting parent shall notify the other parent at least 24 hours in advance of any scheduled visitation if they do not intend to exercise that visitation opportunity.
- (c) The visiting parent shall arrive to pick up the children for visitation within _____ minutes of the scheduled time, or shall lose that visitation opportunity.
- (d) Unless otherwise agreed by the parties in writing, the drop-off and pick-up for visitation shall be at _____.

4. **OTHER PARENTAL RIGHTS**

The parties acknowledge that the children have two parents who love them and want to be involved in their upbringing. The parties agree that the welfare of the children is most important and each agrees to encourage a feeling of affection and respect between the children and the other parent. Neither party shall involve the children in actions or communications which would endanger the children’s opinion of the other party.

Plaintiff (initials) _____

Defendant (initials) _____

- (a) Addresses and Telephone Numbers — The parties agree to provide each other with their current home address and telephone number, as well as a telephone number to call in case of emergency; they also agree to notify each other of any change in the address or telephone numbers, at least 30 days prior to the change.
- (b) Telephone Communication — Neither party shall do anything to interfere with the children communicating with the other party. Each party shall have the right to call and talk to the children when they are in the care of the other party, up to one time each day, at the expense of the calling parent. Calls shall be made between the hours of _____ a.m. and _____ p.m.
- (c) School Information — The parties agree that it is in the best interest of the children that both parents should participate in the children’s educational activities to the fullest extent possible. Therefore, both parties shall have equal access to the school records of the children, and both shall have the right to be provided information concerning the children’s progress in school.
- (d) Health Information — Each party shall be entitled to complete, detailed information from any physician, dentist or other health care provider attending any of the children. Each party shall notify the other of the children’s major illnesses and medical treatments.

5. CHILD SUPPORT, HEALTH INSURANCE & HEALTH CARE EXPENSES

The parties have completed the *Child Support Order Addendum*, *Child Support Worksheet*, and the appropriate schedules. They have been attached to, and are made a part of, this agreement.

6. LIFE INSURANCE FOR THE BENEFIT OF THE CHILDREN

[Check and complete either (a), (b) or (c). Do not check more than one.]

(a) The children depend on the _____ for financial support, and therefore the _____ agrees to maintain a policy of insurance on their life, with a face amount of at least \$_____, for the benefit of the minor children. The policy shall be maintained for so long as at least one of the children is a minor or is otherwise entitled to support under Paragraph Five of this Agreement.

(b) The children depend on both of the parties for financial support, and therefore each party agrees to maintain a policy of insurance on their life, with a face amount of at least \$_____, for the benefit of the minor children. The policy shall be maintained for so long as at least one of the children is a minor or is otherwise entitled to support under the *Child Support Order Addendum*.

Plaintiff (*initials*) _____

Defendant (*initials*) _____

(c) The parties are not asking the Court to address the issue of life insurance for the benefit of the children in this action.

7. **ALIMONY.**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b).

If you choose (a), you must fill it out completely, and be sure to circle the payment interval agreed upon.]

(a) The _____ shall pay to the _____ as alimony, the sum of _____ Dollars (\$_____) monthly / semi-monthly / biweekly / weekly, beginning on _____, and continuing monthly / semi-monthly / biweekly / weekly thereafter,

[To finish (a), you must check and complete either (1) or (2). Do not check both (1) and (2)]

(1) until the recipient remarries or dies.

(2) for a period of _____.

(b) Each party expressly waives the right to receive alimony from the other party.

8. **PROPERTY DIVISION.**

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b)]

(a) The parties acknowledge that they have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement.

(b) The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Agreement. The parties agree to transfer possession and title to their property as follows:

[If you have chosen (b), check and complete only the parts that apply, from (1) through (4) below. Cross out the parts that do not apply]

Plaintiff (initials) _____

Defendant (initials) _____

(1) **Marital Home** - The marital home of the parties, located at the following address:

shall be conveyed to the _____ in fee simple. The legal description of the property appears on the deed, a copy of which is attached to this *Settlement Agreement*. The _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

[If you have chosen and completed the preceding paragraph (1), concerning a marital home, you must attach a copy of the property deed to this agreement. You may also check and complete (A) or (B), or both (A) and (B), but neither one is required.]

(A) The _____ shall have a protected interest in the home in the amount of _____ Dollars (\$_____). Upon the sale or transfer of the home, the protected interest shall be paid.

(B) The _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage/mortgages on the marital home, so that the _____ shall no longer be liable on the mortgage loan(s). If the _____ is not able to refinance by _____, 20_____, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

(2) **Vehicles** - The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The party listed above for each vehicle shall be responsible for all car loan payments, *ad valorem* taxes, registration fees and insurance on that vehicle accruing after the following date:
_____.

Plaintiff (*initials*) _____

Defendant (*initials*) _____

(3) **Other Personal Property** - The parties acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20_____.

To the Plaintiff

To the Defendant

Except as otherwise specifically provided in this Agreement, the transfers listed above shall be completed no later than _____, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete the transfers required by this Agreement, this Agreement shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this Agreement, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement, except as provided in this Agreement.

Plaintiff (*initials*) _____

Defendant (*initials*) _____

9. DEBTS.

[Check and complete only one of these, either (a) or (b). Do not check both (a) and (b)]

(a) The parties acknowledge that they have no outstanding joint or marital debts.

(b) The responsibility for payment of the parties' joint and marital debts shall be as follows:

<u>Creditor</u>	<u>Amount</u>	<u>Responsible Party</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all attorney's fees and costs of collection which the other party may incur as a result of the legal action.

10. TAX AND BANKRUPTCY CONSTRUCTION OF THIS AGREEMENT

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments shall be nondischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

11. CONSENT MUTUAL RESTRAINING ORDER

(Optional — Check this paragraph if applicable.)

The parties shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking each other. By consenting to this, the parties in no way admit that such acts were ever done in the past, but agree not to engage in such acts in the future. This provision shall be enforceable by the Court's contempt power.

Plaintiff (initials) _____

Defendant (initials) _____

12. **VOLUNTARINESS OF AGREEMENT**

The parties acknowledge that they have entered into this Agreement freely and voluntarily, and that it is not the result of any duress or any undue influence. We have agreed to enter into this Agreement based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering all of this, we have decided to enter into this Agreement freely and voluntarily.

13. **COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire understanding of the parties. There are no representations or promises other than those expressly included in this Agreement. Each party hereby states under oath that the financial representations in this Agreement are accurate and complete, to the best of that party's information, knowledge and belief.

14. **EFFECT OF DIVORCE**

Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the court and incorporated by reference into any judgment concerning the matters covered by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

Plaintiff

Defendant

appeared before me on _____,
20_____, and said under oath that they had
read this agreement, understood it, and were
signing it voluntarily in my presence.

appeared before me on _____,
20_____, and said under oath that they had
read this agreement, understood it, and were
signing it voluntarily in my presence.

Notary Public

Notary Public

Plaintiff (*initials*) _____

Defendant (*initials*) _____

“Exhibit A” - Visitation Schedule

If the parties cannot agree on specific visitation, the _____ shall have the right to visitation according to the schedule below. To resolve any conflicts in the visitation provided under this schedule, the holiday visitation provided under paragraph (b) shall have priority over the weekend and summer visitation in paragraphs (a) and (c).

- (a) **Weekends** — The first and third weekends of every month, from Friday at 6:00 p.m. until Sunday at 6:00 p.m. The first and third weekends shall be defined as the weekends containing the first and third Fridays of the month.

*[NOTE: When filling out the Holiday section, please check only one preference and be careful not to check the same years for both parents.
For example, if you check Even-number years for Plaintiff to have Spring vacation, then you should not also check Even-number years for Defendant to have Spring vacation.]*

- (b) **Holidays** — The children shall spend holidays with each parent on the following schedule:

Holiday	With Plaintiff	With Defendant
<p>Spring vacation, from 6:00 p.m. on the day school lets out for vacation, until 6:00 p.m. on the day before the children return to school.</p> <p>If none of the children is enrolled in school, this vacation shall be for up to one week (seven consecutive days) during the months of March or April; provided that the visiting parent shall give written notice of the chosen week to the other parent at least 30 days prior to the beginning of this visitation.</p>	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years
<p>Easter weekend, 6:00 p.m. Friday to 6:00 Sunday, provided that it does not conflict with Spring vacation above.</p>	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years
<p>Mother’s Day, from 9:00 a.m. to 6:00 p.m.</p>	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years
<p>Memorial Day weekend, 6:00 p.m. Friday to 6:00 p.m. Monday</p>	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years
<p>Father’s Day, from 9:00 a.m. to 6:00 p.m.</p>	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years

Plaintiff (initials) _____

Defendant (initials) _____

Holiday	With Plaintiff	With Defendant
Fourth of July , from 10:00 a.m. to 10:00 p.m.	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years
Labor Day weekend , 6:00 p.m. Friday to 6:00 p.m. Monday	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years
Thanksgiving weekend , 6:00 p.m. Wednesday to 6:00 p.m. Sunday	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years
First part of Christmas vacation , from 6:00 on the day school lets out for vacation, until 12:00 noon on December 25 th . If none of the children is enrolled in school, this visitation shall be from 6:00 p.m. on December 20 th until 12:00 noon on December 25 th .	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years
Latter part of Christmas vacation , from 12:00 noon on December 25 th to 6:00 p.m. on the day before the children return to school. If none of the children is enrolled in school, this visitation shall be from 12:00 noon on December 25 th until 6:00 p.m. on January 1 st .	<input type="checkbox"/> Even-number years <input type="checkbox"/> Odd-number years	<input type="checkbox"/> Odd-number years <input type="checkbox"/> Even-number years

(c) **Summer Vacation** — _____ weeks during the children’s summer vacation from school. However, if none of the children is enrolled in school, this summer visitation shall be taken during the months of June, July and August, until such time as one of the children begins to attend school. The weeks may be taken consecutively or non-consecutively, but shall be taken in increments of at least seven (7) consecutive days. The parent with visitation shall give written notice of the chosen weeks to the other parent on or before March 1st (so that both parties will have ample time to make camp and child care arrangements for the summer).

Plaintiff (*initials*) _____

Defendant (*initials*) _____