

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIA

_____ ,

Plaintiff,

vs.

Civil Action

Case Number _____

_____ ,

Defendant.

SETTLEMENT AGREEMENT WITH MINOR CHILDREN

This is an agreement between _____ (referred to here as “Wife”) and _____ (referred to here as “Husband”).

The parties are married but are currently separated; and

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

Child’s Name

Date of Birth

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 he or she may choose.

Wife _____

Husband _____

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.

[Check and complete all that apply, from (a) to (d) of this section.]

- (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 he/she does 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.

- (a) Addresses and Telephone Numbers — The parties agree to provide each other with their

Wife _____

Husband _____

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

*(Note: This section must be completely filled out.
The Court cannot approve the divorce unless the child support arrangement
is within the guidelines in OCGA §19-6-15, or a proper reason
is explained in this section for a support amount outside the guidelines.)*

The _____ shall pay the _____, for the support of the minor children, the sum of _____ Dollars (\$ _____) per month, beginning on _____, 20____. The child support shall continue monthly thereafter until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

Application of Child Support Guidelines. The *Child Support Addendum, Child Support Worksheet* and appropriate schedules have been attached and are hereby made a part of this order.

6. INCOME DEDUCTION ORDER

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

- (a) An *Income Deduction Order* shall be entered by the Court, under OCGA § 19-6-32, for payment of the child support and alimony (if any) provided in this Agreement. The *Income Deduction*

Wife _____

Husband _____

Order shall take effect:

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

- (1) immediately upon entry by the Court.
- (2) upon accrual of a delinquency equal to one month's support and may be enforced by serving a "Notice of Delinquency," as provided in OCGA § 19-6-32 (f).

(b) The parties agree that an *Income Deduction Order* is not immediately necessary.

7. **HEALTH INSURANCE FOR CHILDREN**

*[You must check and complete either (a) or (b); but do not check both (a) and (b).
(c) is optional, and may be combined with either (a) or (b).]*

(a) The (Plaintiff or Defendant) _____ shall maintain a policy of medical, dental and hospitalization insurance for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

- (1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.
- (2) All money received by one of the parties for claims processed under the insurance policy shall be paid to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider within five (5) days of the party receiving the money, if the provider has not been paid by one of the parties.

(b) Insurance is not available to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support under this *Settlement Agreement*, then that parent must obtain the insurance unless it is then being provided by the other parent. When insurance has been obtained by either party, Paragraphs 7 (a)(1) and (2) shall apply.

(c) The parent who maintains the insurance shall provide verification of the amount paid for the children's share of the cost of medical, dental and hospitalization insurance. The other parent shall reimburse the parent who maintains the insurance for _____% of the cost within fifteen (15) days

Wife _____

Husband _____

after receiving the verification.

8. **OTHER HEALTH CARE EXPENSES FOR THE CHILDREN**

[Check and complete either (a), (b) or (c); or both (a) and (b) together.

Do not check (c) if you check either (a) or (b).]

(a) The (Plaintiff or Defendant) _____ shall be responsible for all expenses incurred for the children's health care (including medical, dental, mental health and hospital care) that are not covered by insurance. The other parent shall provide verification to the (Plaintiff or Defendant) _____ of amounts paid or incurred for the children's health care. The (Plaintiff or Defendant) _____ shall reimburse the other parent or pay the health care provider directly within fifteen (15) days after receiving the verification of a particular health care expense.

(b) The (Plaintiff or Defendant) _____ shall pay _____ % and the (Plaintiff or Defendant) _____ shall pay _____ % of all expenses incurred for the children's health care (including medical, dental, mental health and hospital care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within fifteen (15) days after receiving the verification of a particular health care expense.

(c) The parties are not asking the Court to address the issue of the children's uncovered health care expenses in this action.

9. **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 (Plaintiff or Defendant) _____ for financial support, and therefore the (Plaintiff or Defendant) _____ agrees to maintain a policy of insurance on his/her 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.

Wife _____

Husband _____

(b) The children depend on both of the parties for financial support, and therefore each party agrees to maintain a policy of insurance on his/her 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.

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

10. **ALIMONY.**

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

(a) The (Plaintiff or Defendant) _____ shall pay to the (Plaintiff or Defendant) as alimony, the sum of _____ Dollars (\$ _____) per month, beginning on _____, and continuing monthly 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.

11. **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 did not obtain any property during their marriage.

(c) 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:

Wife _____

Husband _____

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

(1) **Marital Home** - The marital home of the parties, located at the following address: _____, which has the following legal description on the deed to the property:

shall be conveyed to the (Plaintiff or Defendant) _____ in fee simple. The (Plaintiff or Defendant) _____ 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 may also check and complete (A) or (B), or both (A) and (B), but neither one is required.]

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

(B) The (Plaintiff or Defendant) _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage/mortgages on the marital home, so that the (Plaintiff or Defendant) shall no longer be liable on the mortgage loan(s). If the (Plaintiff or Defendant) _____ is not able to refinance by _____, 20____,

Wife _____

Husband _____

the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

(2) **Mobile Home** - The parties' mobile home, which is described as a _____, with Vehicle Identification Number (VIN) of _____ shall be transferred to the (Plaintiff or Defendant) _____. The (Plaintiff or Defendant) _____ shall be responsible for all loan payments on the mobile home after the date of _____.

(3) **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: _____.

(4) **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 Wife

To the Husband

Wife _____

Husband _____

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.

12. **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

Wife _____ Husband _____

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.

13. **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).

14. **RESTRAINING ORDER**

(Optional — Check and complete this paragraph if applicable.)

The (Plaintiff or Defendant) _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking the (Plaintiff or Defendant) _____. By consenting to this, the (Plaintiff or Defendant) _____ in no way admits that such acts were ever done in the past, but agrees not to engage in such acts in the future. This provision shall be enforceable by the Court's contempt power.

15. **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 understand that we do not have to enter into this Agreement, that we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand that we have the right to certain discovery procedures that may reveal other income or assets of the other party. 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.

16. **COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire understanding of the parties. There are no

Wife _____

Husband _____

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.

17. **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.

Wife

Husband

_____ appeared before me on _____, 200____, and said under oath that she had read this agreement, understood it, and was signing it voluntarily in my presence.

_____ appeared before me on _____, 200____, and said under oath that he had read this agreement, understood it, and was signing it voluntarily in my presence.

Notary Public

Notary Public

Wife _____

Husband _____

“Exhibit A” - (Attachment to Settlement Agreement)

Visitation Schedule

If the parties cannot agree on specific visitation, the _____ shall have the right to visitation according to the schedule below. Holiday and summer vacation provisions shall prevail over weekend visitation when they conflict.

- (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.

- (b) **Father’s Day or Mother’s Day** —
[Check only one of these, either (1) or (2). Do not check both (1) and (2).]
 - (1) On Father’s Day, from 9:00 a.m. to 6:00 p.m. If Mother’s Day occurs on a weekend when the Father would otherwise have visitation, the children shall be returned to the Mother at 12:00 noon on Mother’s Day, rather than at 6:00 p.m.

 - (2) On Mother’s Day, from 9:00 a.m. to 6:00 p.m. If Father’s Day occurs on a weekend when the Mother would otherwise have visitation, the children shall be returned to the Father at 12:00 noon on Father’s Day, rather than at 6:00 p.m.

- (c) **Holidays** —

In even-numbered years (such as 2004, 2006, etc.), the children shall spend these holidays with the _____, and in odd-numbered years (such as 2003, 2005, etc.), they shall spend them with the other parent.

 - (1) Easter weekend, from 6:00 p.m. Friday to 6:00 p.m. Sunday;
 - (2) Memorial Day and Labor Day weekends, from 6:00 p.m. Friday to 6:00 p.m. Monday; and
 - (3) During Christmas vacation, from 6:00 p.m. on the day school lets out for vacation, until 12:00 noon on December 25th. However, if none of the children is enrolled in school, this Christmas visitation shall be from 6:00 p.m. on December 20th until 12:00 noon on December 25th.

Wife _____

Husband _____

In odd-numbered years, the children shall spend the following holidays with the _____, and in even-numbered years, they shall spend them with the other parent.

- (4) 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. However, if none of the children is enrolled in school, this Spring vacation shall be for up to one week (seven consecutive days) during the months of March or April; provided that the _____ shall give written notice of the chosen week to the other parent at least 30 days prior to the beginning of this visitation.
- (5) Independence Day, from 10:00 a.m. to 10:00 p.m.;
- (6) Thanksgiving weekend, from 6:00 p.m. Wednesday until 6:00 p.m. Sunday; and
- (7) During Christmas vacation, from 12:00 noon on December 25th to 6:00 p.m. on the day before the children return to school. However, if none of the children is enrolled in school, this Christmas visitation shall be from 12:00 noon on December 25th until 6:00 p.m. on January 1st.

- (d) **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 _____ 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).
- (e) **Priorities in Visitation Schedule** — To resolve any conflicts in the visitation provided under this schedule, the holiday visitation provided under paragraphs (b) and (c) shall have priority over the weekend and summer visitation in paragraphs (a) and (d).

Wife _____

Husband _____