# INSTRUCTIONS FOR FLORIDA SUPREME COURT APPROVED FAMILY LAW FORM 12.902(f)(1), MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE WITH DEPENDENT OR MINOR CHILD(REN) (12/10)

## When should this form be used?

This form should be used when a **Petition for Dissolution of Marriage with Dependent or Minor Child(ren)**, Florida Supreme Court Approved Family Law Form 12.901(b)(1), has been **filed** and **the parties** have reached an agreement on some or all of the issues at hand.

This form should be typed or printed in black ink. **Both** parties must sign the agreement and have their signatures witnessed by a **notary public** or **deputy clerk**. After completing this form, you should **file** the original with the **clerk of the circuit court** in the county where the **petition** was filed and keep a copy for your records. You should then refer to the instructions for your petition, **answer**, or answer and **counterpetition** concerning the procedures for setting a hearing or **trial** (**final hearing**).

## Where can I look for more information?

**Before proceeding, you should read General Information for Self-Represented Litigants found at the beginning of these forms.** The words that are in **bold underline** in these instructions are defined there. For further information, see chapter 61, Florida Statutes, and the instructions for the petition and/or answer that were filed in this case.

## Special notes…

With this form you must also file a **Child Support Guidelines Worksheet**, Florida Family Law Rules of Procedure Form 12.902(e), if not already filed.

**This form does not act to transfer title to the property. Such transfer must be done by deed or supplemental final judgment.**

Remember, a person who is NOT an attorney is called a nonlawyer. If a nonlawyer helps you fill out these forms, that person must give you a copy of a **Disclosure from Nonlawyer,** Florida Family Law Rules of Procedure Form 12.900 (a), before he or she helps you. A nonlawyer helping you fill out these forms also **must** put his or her name, address, and telephone number on the bottom of the last page of every form he or she helps you complete.

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____
Division: _____

_____,
Petitioner,

and

_____,
Respondent.

# MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE WITH DEPENDENT OR MINOR CHILD(REN)

We, *{Husband's full legal name}* _____, and *{Wife's full legal name}* _____, being sworn, certify that the following statements are true:

1. We were married to each other on *{date}* _____.

2. Because of irreconcilable differences in our marriage (no chance of staying together), we have made this agreement to settle once and for all what we owe to each other and what we can expect to receive from each other. Each of us states that nothing has been held back, that we have honestly included everything we could think of in listing our assets (everything we own and that is owed to us) and our debts (everything we owe), and that we believe the other has been open and honest in writing this agreement.

3. We have both filed a Family Law Financial Affidavit, Florida Family Law Rules of Procedure Form 12.902(b) or (c). Because we have voluntarily made full and fair disclosure to each other of all our assets and debts, we waive any further disclosure under rule 12.285, Florida Family Law Rules of Procedure.

4. Each of us agrees to execute and exchange any papers that might be needed to complete this agreement, including deeds, title certificates, etc.

## SECTION I. MARITAL ASSETS AND LIABILITIES

**A. Division of Assets.** We divide our assets (everything we own and that is owed to us) as follows: Any personal item(s) not listed below is the property of the party currently in possession of the item(s).

Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these assets:

| ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.) | Current Fair Market Value |
|---|---|
| Cash (on hand) | $ |
| Cash (in banks/credit unions) | |
| | |
| Stocks/Bonds | |
| | |
| Notes (money owed to you in writing) | |
| | |
| | |
| Money owed to you (not evidenced by a note) | |
| | |
| | |
| Real estate: (Home) | |
| (Other) | |
| | |
| Business interests | |
| | |
| Automobiles | |
| | |
| | |
| Boats | |
| Other vehicles | |
| | |
| Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.) | |
| | |
| | |
| Furniture & furnishings in home | |
| | |
| Furniture & furnishings elsewhere | |
| | |
| Collectibles | |
| | |
| Jewelry | |
| | |
| Life insurance (cash surrender value) | |
| | |

| ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's, or both.) | Current Fair Market Value |
|---|---|
| Sporting and entertainment (T.V., stereo, etc.) equipment | |
| | |
| | |
| | |
| Other assets | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Assets to Wife** | **$ _____** |

1. Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these assets:

| ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.) | Current Fair Market Value |
|---|---|
| Cash (on hand) | $ |
| Cash (in banks/credit unions) | |
| | |
| Stocks/Bonds | |
| | |
| Notes (money owed to you in writing) | |
| | |
| | |
| Money owed to you (not evidenced by a note) | |
| | |
| | |
| Real estate: (Home) | |
| (Other) | |
| | |
| Business interests | |
| | |
| Automobiles | |

| **ASSETS: DESCRIPTION OF ITEM(S) HUSBAND SHALL RECEIVE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is wife's, husband's or both.)** | **Current Fair Market Value** |
|---|---|
| | |
| | |
| Boats | |
| Other vehicles | |
| | |
| Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.) | |
| | |
| | |
| Furniture & furnishings in home | |
| | |
| Furniture & furnishings elsewhere | |
| | |
| Collectibles | |
| | |
| Jewelry | |
| | |
| Life insurance (cash surrender value) | |
| | |
| Sporting and entertainment (T.V., stereo, etc.) equipment | |
| | |
| | |
| | |
| Other assets | |
| | |
| | |
| | |
| | |
| | |
| **Total Assets to Husband** | **$ _____** |

**B. Division of Liabilities/Debts.** We divide our liabilities (everything we owe) as follows:

1. Wife shall pay as her own the following and will not at any time ask Husband to pay these debts/bills:

| **LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY WIFE (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note, or account described below is wife's, husband's, or both.)** | **Monthly Payment** | **Current Amount Owed** |
|---|---|---|
| Mortgages on real estate: (Home) | $ | $ |
| (Other) | | |
| | | |
| Charge/credit card accounts | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Auto loan | | |
| Auto loan | | |
| Bank/credit union loans | | |
| | | |
| | | |
| | | |
| Money you owe (not evidenced by a note) | | |
| | | |
| Judgments | | |
| | | |
| Other | | |
| | | |
| | | |
| | | |
| **Total Debts to Be Paid by Wife** | **$** | **$** |

2. Husband shall pay as his own the following and will not at any time ask Wife to pay these debts/bills:

| **LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY HUSBAND (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is wife's, husband's, or both.)** | **Monthly Payment** | **Current Amount Owed** |
|---|---|---|
| Mortgages on real estate: (Home) | $ | $ |
| (Other) | | |
| | | |
| Charge/credit card accounts | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Auto loan | | |
| Auto loan | | |
| Bank/credit union loans | | |
| | | |
| | | |
| | | |
| Money you owe (not evidenced by a note) | | |
| | | |
| Judgments | | |
| | | |
| Other | | |
| | | |
| | | |
| | | |
| | | |
| **Total Debts to Be Paid by Husband** | **$** | **$** |

**C. Contingent Assets and Liabilities (listed in Section III of our Family Law Financial Affidavits) will be divided as follows:**

_____

_____

_____

_____

_____

**SECTION II. SPOUSAL SUPPORT (ALIMONY)** (If you have not agreed on this matter, write n/a on the lines provided.)

[ Choose only one]

1. ____ **Each of us forever gives up any right to spousal support (alimony) that we may have.**
2. ___ (__) HUSBAND (__) WIFE agrees to pay spousal support (alimony) in the amount of $ _____ every (__) week (__) other week (__) month, beginning *{date}* _____ and continuing until *{date or event}* _____.
   Explain type of alimony (such as temporary, permanent, rehabilitative, and/or lump sum) and any other specifics: _____
   _____
   _____
   _____
   _____
   _____
   [Choose if applicable] (__) Life insurance in the amount of $ _____ to secure the above support, will be provided by the obligor.

**SECTION III. PARENTING PLAN ESTABLISHING PARENTAL RESPONSIBILITY AND TIME-SHARING**

1. **The parties' minor child(ren) are:**

| Name | Birth date |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

2. The parties shall have time-sharing and parental responsibility in accordance with the Parenting Plan attached as Exhibit _____.

**SECTION IV. CHILD SUPPORT**

1. (__) Mother (__) Father will pay child support, under Florida's child support guidelines, section 61.30, Florida Statutes, to the other parent. The Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), is completed and attached.

   This parent shall be obligated to pay child support in the amount of $_____,
   every (__) week (__) other week (__) month, beginning *{date}* _____ and continuing until : (__) modification by court order, (__)the youngest child turns 18, becomes emancipated, marries, joins the armed services, dies, or,
   (__)if after the age of 18, until *{date}* _____. If the child support amount above

deviates from the guidelines by 5% or more, explain the reason(s) here: _

_____

_____

_____

2. **Child Support Arrearage.** There currently is a child support arrearage of $ _____

   for retroactive child support and/or $_____ for previously ordered unpaid child support. The total of $ _____ in child support arrearage shall be repaid at the rate of $ _____ every (☐) week (☐) other week (☐) month, beginning *{date}* _____, until paid in full including statutory interest.

3. **Health Insurance.** (☐) Mother (☐) Father will maintain health insurance for the parties' minor child(ren). The party providing coverage will provide insurance cards to the other party showing coverage. **OR** (☐) Health insurance is not reasonable in cost and accessible to the child(ren) at this time. Any uninsured/ unreimbursed medical costs for the minor child(ren) shall be assessed as follows:
   a. ☐ Shared equally by both parents.
   b. ☐ Prorated according to the child support guideline percentages.
   c. ☐ Other *{explain}*: _____
   As to these uninsured/unreimbursed medical expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

4. **Dental Insurance.** (☐) Mother (☐) Father will maintain (☐) dental insurance for the parties' minor child(ren). The party providing coverage will provide insurance cards to the other party showing coverage. **OR** (☐) dental insurance is not reasonable in cost and accessible to the child(ren) at this time. Any uninsured/ unreimbursed dental costs for the minor child(ren) shall be assessed as follows:
   a. ☐ Shared equally by both parents.
   b. ☐ Prorated according to the child support guideline percentages.
   c. ☐ Other *{explain}*: _____
   As to these uninsured/unreimbursed dental expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

5. **Life Insurance.** (☐) Mother (☐) Father shall be required to maintain life insurance coverage for the benefit of the parties' minor child(ren) in the amount of $ _____ until the youngest child turns 18, becomes emancipated, marries, joins the armed services,or dies.

6. **IRS Income Tax Deduction(s).** The assignment of any tax deductions for the child(ren) shall be as follows: *{explain}* _____

   _____

   The other parent will convey any applicable IRS form regarding the income tax deduction.

7. Other provisions relating to child support (e.g., uninsured medical/dental expenses, health or dental insurance , life insurance to secure child support, orthodontic payments, college fund, etc.): _____

_____
_____
_____
_____
_____
_____
_____
_____
_____

**SECTION V. OTHER**

_____
_____
_____
_____
_____
_____

**SECTION VI.** We have not agreed on the following issues:

_____
_____
_____
_____
_____
_____
_____
_____
_____

**I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.**

Dated: _____

_____
Signature of Husband
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

_____
NOTARY PUBLIC or DEPUTY CLERK

_____
[Print, type, or stamp commissioned name of notary or clerk.]

___ Personally known
___ Produced identification
Type of identification produced

**IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:**
[ fill in **all** blanks]
I, *{full legal name and trade name of nonlawyer}* _____,
a nonlawyer, located at *{street}* _____, *{city}* ,
*{state}* _____, *{phone}* _____, helped *{name}* _____,
who is the [Choose only one]___ petitioner **or**___respondent, fill out this form.

**I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.**

Dated: _____

_____
Signature of Wife
Printed Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and signed before me on _____ by _____.

_____
NOTARY PUBLIC or DEPUTY CLERK

_____
[Print, type, or stamp commissioned name of notary or clerk.]

___ Personally known
___ Produced identification
Type of identification produced _____

**IF A NONLAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:** [fill in **all** blanks]
I, *{full legal name and trade name of nonlawyer}* _____,
a nonlawyer, located at *{street}* _____, *{city}* _____,
*{state}* _____, *{phone}* _____, helped *{ name}* _____,
who is the [Choose only one]___ petitioner **or**___ respondent, fill out this form.