

**MARITAL SEPARATION AND PROPERTY SETTLEMENT AGREEMENT**

**NOTICE: THIS IS AN IMPORTANT LEGAL AGREEMENT AND HAS SUBSTANTIAL LEGAL CONSEQUENCES ON YOU, YOUR RIGHTS AND OBLIGATIONS. YOU ARE ADVISED TO CONSULT AN ATTORNEY FOR INDEPENDENT LEGAL ADVICE PRIOR TO EXECUTION OF THIS AGREEMENT.**

**STATE OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_**

WHEREAS, \_\_\_\_\_ (*full legal name*), hereinafter referred to as "Wife", and \_\_\_\_\_ (*full legal name*), hereinafter referred to as "Husband", are now married, having been married on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_ County, \_\_\_\_\_; and

WHEREAS, the parties were separated on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, while residing in \_\_\_\_\_ County, \_\_\_\_\_, and since that date have been living separate and apart; and

WHEREAS, differences have arisen between the parties that have resulted in the marriage being irretrievably broken and there is no chance of staying together. The parties make this Agreement to settle once and for all that the parties owe to each other and what the parties can expect to receive from each other; and

WHEREAS, the parties desire to make a mutually acceptable settlement of their rights, liabilities, obligations and property rights arising out of and during the course of their marital relationship. No reconciliation is contemplated; and

WHEREAS, the parties agree to execute and exchange any papers that might be needed to complete this Agreement, including deeds, title certificates, bills of sale, etc.; and

WHEREAS, the parties intend that this Agreement shall be binding on them from and after the date and time of execution, if permitted, and that this Agreement may be

incorporated into a final judgment of divorce at some future time.

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual benefits and advantages accruing to each party, the undersigned do hereby solemnly covenant, agree and contract as set forth above and below and being sworn, certify that the all statements contained herein are true and correct:

**SECTION 1.**  
**SEPARATION; RELINQUISHMENT OF MARITAL RIGHTS**

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which each shall seem advisable for their sole and separate use and benefit, without, and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with the other by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other, if any.

**SECTION 2.**  
**FINANCIAL DISCLOSURES**

By execution of this instrument, each party warrants and represents to the other party that he or she has fully disclosed their financial status, including their assets and liabilities of all types and agree that the terms of this Agreement are fair, just, and equitable after consideration of the financial status of the parties.

**SECTION 3.**  
**ASSETS**

- A. **In General.** Husband and Wife are in possession of all personal property belonging to each, and neither makes any claim to any personal property in the possession of the other except as otherwise stated in this Agreement. The parties agree to divide their assets (everything they own and that is owed to parties) as provided below. Any personal item(s) not listed below is the property of the

party currently in possession of the item(s). Each party shall retain as his or her own all of their personal clothing, jewelry and effects.

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

<b>ASSETS: DESCRIPTION OF ITEM(S) WIFE SHALL RECEIVE</b>	<b>Current Fair Market Value</b>
<small>(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 joint.)</small>	
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)	
Sporting and entertainment (T.V., stereo, etc.) equipment	
Other assets	
<b>Total Assets to Wife</b>	<b>\$</b>

C. 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 joint)	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)	
Sporting and entertainment (T.V., stereo, etc.) equipment	
Other assets	\$
	\$
<b>Total Assets to Husband</b>	<b>\$</b>

Contingent Assets and Liabilities shall be divided as follows:

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E. **Additional Retirement Account Provisions.** The parties represent that all retirement and pension types of accounts have been disclosed and agree to the following division of same:

Retirement Accounts	Person to Receive	Current Fair Ma
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		Value
Husband Accounts:	\$	\$
Wife Accounts:		
	\$	\$

F. **Additional Life Insurance Provisions.** The parties agree in reference to their respective life insurance policies the following (indicate policies, owner, beneficiary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

G. **Additional Household Furnishing and Effects Provisions. (Select as appropriate)**

The household furnishings and effects of the parties have been mutually divided by the parties and neither makes claim to any such property in the possession of the other except as provided above.

Wife agrees that the Husband shall retain all of the household furnishings and effects presently located on the premises at \_\_\_\_\_, excepting those items already removed by the Wife, or to be removed, with the Husband's permission, except as listed and provided above.

Husband agrees that the Wife shall retain all of the household furnishings and effects presently located on the premises at \_\_\_\_\_, excepting those items already

removed by the Husband, or to be removed, with the Wife's permission, and except listed and provided above.

H. **Additional Marital Home Provisions.**

The marital home of the parties shall be:

- i) Occupied by ( ) Husband ( ) Wife.
- ii) Titled in the name of ( ) Husband ( ) Wife.

The expenses of the marital home are and shall be paid as follows:

- i) ( ) Wife ( ) Husband shall pay the mortgage payments. This obligation terminates \_\_\_\_\_.
  - ii) ( ) Wife ( ) Husband shall pay the utilities and other expenses in connection with the upkeep and maintenance of the home. This obligation terminates \_\_\_\_\_.
- ( ) Wife ( ) Husband shall pay all taxes, insurance and assessments. This obligation terminates \_\_\_\_\_.
- \_\_\_\_\_.

Additional Provisions or explanations: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION 4.**  
**DEBTS, LIABILITIES AND EXPENSES**

A. Except as otherwise provided herein each party agrees to pay their respective individual debts.

B. **Division of Liabilities/Debts.** The parties divide their liabilities (everything they owe) as follows:

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 numbers. Where applicable, include whether the name on any mortgage, note, or account described wife's, husband's, or both.)	Monthly Pay	Current Amou
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		
<b>Total Debts to Be Paid by Wife</b>	<b>\$</b>	<b>\$</b>

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

<b>LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY HUSBAND</b> (To avoid confusion at a later date, describe each item as clearly as possible. You do not need to list numbers. Where applicable, include whether the name on any mortgage, note or account described wife's, husband's, or both.)	<b>Monthly Payments</b>	<b>Current Amount</b>
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		
<b>Total Debts to Be Paid by Husband</b>	<b>\$</b>	<b>\$</b>

**SECTION 5.**  
**FUTURE EARNINGS AND ACQUISITIONS**

All income, earnings, or other property received or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the sole and separate property of the receiving or acquiring party. Each party, as of the effective date of this Agreement, does hereby and forever waive, release, and relinquish all right, title, and interest in all such income, earnings and other property except as necessary to collect any sums due hereunder in the event of default.

**SECTION 6.**  
**SPOUSAL SUPPORT (ALIMONY)**

[ / **one** only]

\_\_\_\_\_ 1. In consideration of the provisions contained herein for the respective benefits of the parties and other good and valuable considerations, the parties hereto

mutually waive any and all claim or right to temporary or permanent alimony, maintenance or support, whether past, present or future. **Thus, each of the parties forever give up any right to spousal support (alimony) that they may have from the other.**

\_\_\_\_\_ 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 (temporary, permanent, rehabilitative, and/or lump sum) and any other specifics: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ / **if** applies]  
( ) Life insurance in the amount of \$ \_\_\_\_\_ to secure the above support, will be provided by the obligor.

**SECTION 7.**  
**CHILD CUSTODY, PARENTAL RESPONSIBILITY, AND VISITATION**

A. The following child(ren) have been born to the marriage of the parties:

<b>Name</b>	<b>Birth date</b>
_____	_____
_____	_____
_____	_____
_____	_____

B. **Parental Responsibility - Child Custody**

Both Husband and Wife are proper persons to have the permanent legal and physical custody, parental responsibility, care and control of the minor children of

the parties. Husband and Wife shall share the decision-making rights, the responsibilities and the authority relating to the health, education and welfare of the children, and shall, therefore, make joint decisions concerning the children's health, education and welfare. Both Husband and Wife shall exchange information concerning the health, education and welfare of the minor children, and shall confer with one another in the exercise of decision-making rights, responsibilities and authority. Husband and Wife shall have equal access to all medical, dental and school records concerning the minor children.

However, the parties agree that the best interest of the child(ren) at this time is that primary parental responsibility and physical custody of the minor child(ren) will be and agree as follows:

**Husband shall have primary parental responsibility and custody of the minor child(ren) of the parties subject to the visitation rights of Wife.**

**Wife shall have primary parental responsibility and custody of the minor child(ren) of the parties subject to the visitation rights of Husband.**

**Husband and Wife shall have joint primary parental responsibility and custody of the minor child(ren) of the parties, both legal and physical.**

**C. Secondary Parental Responsibility, Visitation, or Time Sharing - General Provisions.**

Visitation shall be conducted pursuant the following general provisions:

Visitation should be pleasant for the children and for the parent. Visitation should help the children maintain a good relationship with the non-custodial parent.

Visitation means the visiting parent will have the children visit in his or her home overnight. It may include trips and outings elsewhere.

Visitation schedules shall be followed and the visiting parent shall inform the other parent when he or she cannot comply with the schedule.

Adjustment of the visitation schedule from time to time may be necessary according to the children's ages, health and interests.

Visitation should provide meaningful personal contact for both the visiting

parent and the children.

Visitation should not be used to check on the other parent and the children should not be questioned for information about the other parent.

Both parents should strive to agree on matters pertaining to the children, including discipline, so that one parent is not undermining the other parent's efforts.

It is in the child's best interest for each parent to have a frequent, meaningful and continuing relationship with their children. For children to make an adequate adjustment to the dissolution of their parents marriage, the children must be allowed to continue their relationship with both parents, experience minimal changes in their lifestyle if at all possible, and not experience post-divorce conflict between their parents.

**D. Secondary Parental Responsibility, Visitation, or Time-Sharing – Schedule.**

The non-custodial parent is entitled to reasonable visitation with the minor child(ren). Husband and Wife adopt the following visitation schedule for the non-custodial parent:

Birth to 1 Year of Age

- i) Non-custodial parent shall have four (4) visits with the child per week, with such contact lasting four (4) hours in length.
- ii) If the child is taken from the home of the custodial parent, the child shall be returned at least one (1) hour before evening bedtime.
- iii) Holiday Access

Holiday access takes precedence over the regularly scheduled visitation plan.

The non-custodial parent shall be entitled to the following:

On each child's birthday from 5:00 p.m. until 8:00 p.m.;  
Memorial Day Monday from 2:00 p.m. until 6:00 p.m.;  
Labor Day Monday from 2:00 p.m. until 6:00 p.m.;  
Thanksgiving Day from 2:00 p.m. until 6:00 p.m.;  
Christmas Day from 2:00 p.m. until 6:00 p.m.;  
Independence Day from 2:00 p.m. until 6:00 p.m.;  
Mother's Day with Mother from 2:00 p.m. until 4:00 p.m. and

Father's Day with Father from 2:00 p.m. until 4:00 p.m.

#### 1 Year of Age to 5 Years of Age

- i) The non-custodial parent shall have access on alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m.
- ii) Additionally, the non-custodial parent shall be permitted one (1) week night each and every week with the child from 5:30 p.m. until 7:30 p.m.
- iii) Holiday Access

Holiday access takes precedence over the regularly scheduled access/visitation plan.

The non-custodial parent shall be entitled to the following:

In years ending in an odd number:

The night before each child's birthday from 5:00 p.m. until 8:00 p.m.;

Memorial Day Monday from 9:00 a.m. until 6:00 p.m.;

Independence Day from 9:00 a.m. until 6:00 p.m.;

Thanksgiving Day from 9:00 a.m. until 6:00 p.m.;

Christmas Eve from 6:00 p.m. until Christmas Day at 10:00 a.m.;

In years ending in an even number:

Each child's birthday from 5:30 p.m. until 7:30 p.m.;

Easter from 8:00 a.m. until 6:00 p.m.;

Labor Day Monday from 9:00 a.m. until 6:00 p.m.;

Halloween evening from 5:30 p.m. until 8:00 p.m.;

Christmas Day from 10:00 a.m. until 7:00 p.m.

- iv) Summer Visitation

The non-custodial parent shall have one (1) week of vacation with the children each June, July and August of each year. The non-custodial parent shall notify the custodial parent in writing no later than May 1st of each year as to the specific weeks of such summer visitation.

#### 5 Years of Age and Beyond

- i) Non-custodial parent shall have access with the child on

alternate weekends from Friday at 6:00 p.m. until Sunday at 6:00 p.m. and on the Wednesday preceding the weekend access from 5:30 p.m. to 7:30 p.m.

ii) In addition, the non-custodial parent shall have access with the child during the week immediately following the weekend visitation on Tuesday and Thursday evening from 5:30 p.m. until 7:30 p.m.

iii) Holiday Access:

Holiday access takes precedence over the regularly scheduled access/visitation plan.

The non-custodial parent shall be entitled to the following:

In years ending in an odd number:

The night before each child's birthday from 5:00 p.m. to 8:00 p.m.;

Spring Break from Friday at 6:00 p.m. to the Sunday prior to the start of school at 6:00 p.m.;

Memorial Day weekend from 6:00 p.m. on Friday until 6:00 p.m. on Monday;

Independence Day from 6:00 p.m. on July 3rd until 6:00 p.m. on July 5;

Thanksgiving holiday from 6:00 p.m. on Wednesday until 6:00 p.m. on Sunday;

From 6:00 p.m. on December 26th until 6:00 p.m. on January 1st.

In years ending in an even number:

Each child's birthday from 5:30 p.m. until 7:30 p.m.;

Easter weekend from 6:00 p.m. on Good Friday until 6:00 p.m. on Easter Sunday;

Labor Day weekend from 6:00 p.m. on Friday until 6:00 p.m. on Monday;

Halloween evening from 5:30 p.m. until 9:00 p.m.

Christmas holiday from 6:00 p.m. on December 20th until 6:00 p.m. on December 26th.

iv) Mother's Day/Father's Day

The mother shall have access every Mother's Day weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.; the

father shall have access every Father's Day weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.

v) Summer Visitation:

The non-custodial parent shall have five (5) weeks of summer visitation with the child to be taken in no more than two (2) week intervals and with such weekly or two (2) week visits to be nonconsecutive. The non-custodial parent shall notify the custodial parent in writing no later than May 1st of each year as to the specific weeks of such summer visitation.

E. **Secondary Parental Responsibility, Visitation, or Time Sharing – Additional Provisions.**

In exercising visitation rights the following additional provisions apply:

**Conflicts Between Regular Weekend, Holiday, and Extended Summer**

**Visitation.** Where there is a conflict between a holiday weekend and the regular weekend visitation, the holiday takes precedence. Thus, if the non-custodial parent misses a regular weekend because it is the custodial parent's holiday, the regular alternating visitation schedule will resume following the holiday. If the non-custodial parent received two consecutive weekends because of a holiday, the child will spend the following weekend with the custodial parent. When there is a conflict between holiday visitation and extended summer visitation, the holiday visitation takes precedence. When there is a conflict between regular weekend visitation and extended summer visitation, extended summer visitation takes precedence.

**Appropriate Conduct By Parents.** Parents shall, at all times, avoid speaking negatively about each other and should firmly discourage such conduct by relatives or friends. Each parent should encourage the children to support the other parent. The basic rules of conduct and discipline established by the custodial parent should be the baseline standard for both parents, and consistently enforced by both, so that the children do not receive mixed signals.

**Parental Communication.** Parents shall at all times keep each other advised of their home and work addresses and telephone numbers. So far as possible, all communication concerning the children shall be conducted between the parents in person, or telephonically at their residences (and not at their places of employment).

**Grade Reports and Medical Information.** The custodial parent shall provide the non-custodial parent with grade reports and notices from school as they are received and shall, consistent with \_\_\_\_\_ law, permit the non-custodial parent to communicate concerning the children directly with the school and with the children's doctors and other professionals, outside the presence of the custodial parent. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the children. The custodial parent shall notify the non-custodial parent of all school or other events (like Church or Scouts) involving parental participation. If the children are taking medications, the custodial parent shall provide a sufficient amount and appropriate instructions.

**Visitation Clothing.** The custodial parent shall send an appropriate supply of the children's clothing with them, which shall be returned clean (when reasonably possible), with the children, by the non-custodial parent. The non-custodial parent shall advise, as far in advance as possible, of any special activities so that the appropriate clothing may be sent.

**Visitation or Support Disputes.** Neither visitation nor child support is to be withheld because of either parent's failure to comply with a court order. The children have a right to both support and visitation, neither of which is dependent upon the other. In other words, failure to pay support does not mean no visitation and no visitation does not mean no support. If there is a violation of either a visitation or a support order, the exclusive remedy is to apply to the court for appropriate sanctions.

**Adjustments to This Visitation Schedule.** Although this is a rather specific schedule, the parties are expected to fairly modify visitation when family necessities, illnesses or commitments reasonably so require. The requesting party shall give as much notice as circumstances permit.

**Pickup and Drop-off.** Unless other arrangements are made, the non-custodial parent shall pick up the children at the times specified and return them at the times specified. The custodial parent shall have the children ready for visitation at the time they are to be picked up and shall be present at the home to receive the children at the time they are returned. Unjustified violations of this provision may result in the offender being subject to contempt of court. (Commentary: While it is most desirable for the parents to pick up and return the children, this provision does not prohibit grandparents, current spouses or other appropriate adults known to the children.)

**Extracurricular Activities.** Children are often involved in sports, lessons, and other extracurricular activities, which are generally to their benefit and enjoyment. Each parent shall recognize that a reasonable amount of



extracurricular activities are generally assumed to be in the children's best interests. Each parent should attempt to be flexible in order to accommodate the children's extracurricular activity schedules as much as reasonably possible, although extracurricular activities should not supersede summer visitation with non-custodial parents, nor should they be used as a method by which to deny access to the non-custodial parent. In recognition of the scheduling difficulties that can be caused by children's extracurricular activities, custodial parents should act in good faith in attempting to schedule such extracurricular activities as not to unreasonably infringe upon the non-custodial parent's access to the children. Likewise, the non-custodial parent should act in good faith in attempting to assist in transportation needs and in accommodating the children's extracurricular schedules as much as reasonably possible. Good faith communication by the parents is essential with regard to the difficult issue of the scheduling of children's extracurricular activities.

**Notice of Canceled Visitation.** Whenever possible, the non-custodial parent shall give a minimum of three (3) days notice of intent not to exercise all or part of the scheduled visitation. When such notice is not reasonably possible, the maximum notice permitted by the circumstances, and the reason therefore, shall be given. The custodial parent shall give the same type of notice when good cause exists making the cancellation or modification of scheduled visitation necessary.

**Missed Visitation.** In the event the non-custodial parent misses visitation as the result of illness of the child or parent, an emergency, or other such reasonable excuse, the parties shall make a good faith effort to make up a portion of that visitation within a reasonable period of time, understanding the importance of the non-custodial parent's continuing and frequent contact with the children. (Commentary: It is important to remember that illness should not necessarily deprive the non-custodial parent of visitation with the children. Clearly, a non-custodial parent can take care of a sick child as well as the custodial parent in many circumstances.)

**Custodial Parent's Vacation.** Unless otherwise specified, the custodial parent shall be entitled to a period of vacation with the children no less than that accorded the non-custodial parent, whose visitation shall abate during the first fourteen days thereof, and thereafter only so long as distance makes visitation impracticable.

**Caretaker Provision.** As a general rule, each parent shall have the right of first refusal for childcare or baby sitting needs of the other parent for durations of four hours or more. Whenever either parent has a need for child care or baby sitting for a duration of four hours or more, that parent should always make a good faith attempt first to inquire of the other parent, with as much advance notice as reasonably possible, whether the other parent desires to

provide child care or baby sitting. The other parent is under no obligation to provide the childcare or baby sitting. If the other parent elects to provide such childcare or baby sitting, it shall be done at no cost. This provision is intended to provide each parent additional access to the children whenever reasonably possible.

**Telephone and Mail Privileges.** Each parent shall allow liberal and reasonable telephone and mail privileges with the children.

**Medical Reports and Bills.** The Custodial parent shall provide copies of all medical information, and documentation, including bills, within seven (7) days of their receipt and shall immediately notify the other parent in the event of a medical emergency. Every effort shall be made for the custodial parent to provide the non-custodial parent with the necessary information of a medical expense in order to get the bill satisfied. The parent with the medical insurance shall provide the other parent with a copy of the explanation of benefits within seven (7) days from the date of receipt of same so that the uninsured portion of the bill can be quickly calculated and paid within a reasonable period of time.

**Abatement of Support During Extended Visitation.** If the non-custodial parent's support obligation is current, support shall abate by 50 percent during any visitation of seven (7) consecutive days or more. If support is not current, the 50 percent that would have been abated shall be paid and shall apply to the existing arrearage. (Commentary: If the custodial parent actually receives the full amount of child support during this period and if support is current, it is the custodial parent's obligation to refund the money immediately to the non-custodial parent. This alleviates many of the problems that arise when wage-withholding orders have been issued.)

**Modification.** If the parties mutually agree permanently to change the provisions of their decree of divorce, they must petition the Court to approve and order that change. In the event that the parties do not obtain a court order, the Court will not be bound by any alleged agreement of the parties.

F. **Other Provisions.**

*{explain any other agreed-upon arrangements}* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Neither parent shall take the child(ren) from the custody of the other parent or any child care provider or other person entrusted by the other parent with the care of

the child(ren) without the Agreement of the other party during the other party's time of parental responsibility or visitation.

**SECTION 8.**  
**CHILD SUPPORT, HEALTH INSURANCE, DENTAL INSURANCE**

- A. **Amount and Person to Pay.** ( ) Husband ( ) Wife will pay child support to ( ) Wife ( ) Husband for the benefit of the minor children of the parties in the amount of \$\_\_\_\_\_, per child, every ( ) week ( ) other week ( ) month, beginning \_\_\_\_\_ {date} and continuing until modified by court order, or the minor child(ren) becomes an adult, emancipated, marries, dies, otherwise becomes self-supporting. (Note: Child support is stated in terms of amount per child.)

**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 \_\_\_\_\_, until paid in full including statutory interest.

- C. **Health Insurance.** ( ) Husband ( ) Wife will ( ) maintain health insurance coverage 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 reasonably available 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.

D. **Dental Insurance.** ( ) Husband ( ) Wife will maintain ( ) dental insurance coverage 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 reasonably available 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.

E. **Life Insurance.** ( ) Husband ( ) Wife 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 becomes an adult, becomes emancipated, marries, dies, or otherwise becomes self-supporting.

**IRS Income Tax Deduction(s).** The parent granted primary residential responsibility or sole parental responsibility of the parties' minor child(ren) shall have the benefit of any tax deductions for the child(ren) or as follows *{explain}*:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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**SECTION 9.**  
**MUTUAL INDEMNITY**

The parties agree in regard to the payment of debts and other liabilities as stated in this Agreement that each shall indemnify and hold harmless the other for the payment of same.

**SECTION 10.**  
**INCOME TAXES**

With respect to any earlier year in which the parties filed joint Federal and State Income Tax Returns, each party agrees to indemnify the other for any income tax liability, penalty or deficiency associated with his or her income and shall hold the other party harmless therefor.

The parties shall file separately for the year \_\_\_\_\_ and each year thereafter.

The parties acknowledge that they have been advised that there may be certain tax consequences pertaining to this Agreement and have been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Agreement, and that each party has had an opportunity to do so.

**SECTION 11.**  
**ADDITIONAL OR FURTHER DOCUMENTS; COOPERATION**

Each party agrees that he or she will sign and execute any further or additional documents as may be necessary to put into effect the intended purposes hereof. Each party shall execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require or find convenient, expedient, or businesslike for the purpose of giving full force and effect to the provisions of this

Agreement, specifically including any deeds, affidavits, tax forms or other instruments required of one party to the other in order to pass good or merchantable title to any property owned by either party during the marital relationship.

**SECTION 12.**  
**DIVORCE**

It is agreed and understood that this Agreement finally settles all rights of the parties and the property jointly or individually owned by the parties, and that this Agreement, and the enforceability thereof, is not contingent upon either party or both parties being granted a divorce on any grounds. However, if either or both parties are granted a divorce on any grounds, the parties agree that this Agreement shall be made a part thereof and that such decree or judgment shall not conflict with the terms hereof except to the extent disapproved by the Court. In the event that the law governing this Agreement prohibits this Agreement from being effective until a divorce action has been filed, or a Judgment of Divorce entered, then the parties agree that such event shall be the effective date of this Agreement. In the event a divorce action or judgment is required prior to this Agreement becoming effective, or in the event that a divorce action is desired by one or more of the parties, both parties agree and sign and execute all pleading and papers required to obtain a divorce and jointly request and consent to the immediate submission of this Agreement to the applicable Court and to an entry of a judgment by incorporation of this Agreement into the final decree or judgment of divorce. The parties agree that each mutually submits to the personal jurisdiction of The Trial Court, The Probate and Family Court Department, \_\_\_\_\_ Division, Commonwealth of Massachusetts, so that said Court has the power to decide any and all matters and questions concerning the dissolution of the parties' marriage, and the division of the parties' property and debts.

**SECTION 13.**  
**MODIFICATION**

This Agreement shall stop and preclude either party from making other or further demands and claims upon the other, not included herein, except that such legal action may be taken by either party as is necessary to enforce or modify the terms and

provisions hereof, except that the Property Settlement provision shall not be subject to modification.

**SECTION 14.**  
**ABSENCE OF DURESS OR UNDUE INFLUENCE**

The parties agree and state that each has freely and voluntarily entered into this Agreement. This Agreement was executed free of any duress, coercion, collusion, or undue influence. In some instances, the Agreement represents a compromise of disputed issues; however, both parties believe that its terms and conditions are fair and reasonable.

**SECTION 15.**  
**RELEASE, WAIVER, BINDING EFFECT, AND ESTATES**

Except as otherwise provided for in this Agreement, each party shall be divested of and each party waives, renounces and gives up all right, title and interest in and to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective party, except as is specifically stated herein.

Except for those rights and obligations contained in this Agreement, or arising therefrom by operation of law, both parties do hereby release and forever discharge the other party from all actions, causes of actions, claims and demands whatsoever, known and unknown, suspected and unsuspected, apparent now or hereafter. It is the specific agreement and purpose of this paragraph to release and discharge any and all claims and causes of actions of any kind or nature whatsoever whether specifically mentioned or not, which may exist or might be claimed to exist at or prior to the date of this Agreement; and, both parties specifically waive any claim or right to assert that any cause of action or alleged cause of action or claim or demand has been, through oversight or error or intentionally or unintentionally, omitted from this release and agreement.

The parties shall refrain from, release and relinquish any and all claims that he or she may have had, may now have, or may hereafter acquire to share in any capacity or to any extent whatsoever, in the estate of the other, whether by way of statutory allowance,

heirship, homestead rights, or election to take against or under the other party's Last Will and Testament. It is the intent of the parties that neither shall be a beneficiary or recipient of property of the other by Will or intestate succession from and after the date of this Agreement and expressly waive and relinquish any such right regardless of whether the Will of the other has been changed to delete the gift to her or him and regardless of whether one party shall die prior to the entry of a final judgment of divorce.

**SECTION 16.**  
**ENFORCEMENT**

This Agreement may be enforced by actions and proceedings for Contempt of Court, or attachment and garnishment, for specific performance, or any other remedy legally available to either Husband or Wife, for the enforcement of the provisions and covenants of this Agreement.

**SECTION 17.**  
**BANKRUPTCY**

To the extent of any obligation contained herein is discharged in bankruptcy and the non-bankrupt party is held liable for said debt, the non-bankrupt party shall have the right to petition a court of competent jurisdiction for spousal support in an amount sufficient to cover any amounts so discharged.

**SECTION 18.**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and each party acknowledges that there are no further agreements not expressly included herein and that this Agreement may be modified, altered, or amended only in writing, duly signed and notarized by each in the form of this original.

**SECTION 19.**



**FULLY READ AND UNDERSTAND; INFORMED CONSENT**

Each party represents and acknowledges that he or she has fully read this Agreement, consulted with each other, carefully considered same, and have signed and executed same after such consultation, that the signing of this Agreement is free and voluntary without force or collusion by either party or any third party, and that each party signed same with the full knowledge of said party's rights, obligations, and responsibilities. Each party agrees that they have had a reasonable opportunity to consult with an attorney of their choice in the negotiation and preparation of this document, and regarding any divorce proceeding.

**SECTION 20.  
SEVERABILITY**

If any portion of the Agreement shall be held to be void, voidable or unenforceable for any reason, then all the remaining parts or portions shall be construed, implemented and administered as if such void, voidable or unenforceable portion did not appear herein.

**SECTION 21.  
CONTROLLING LAW**

This Agreement shall be governed, enforced and interpreted according to the laws of the State of Massachusetts.

**SECTION 22.  
HEIRS AND ASSIGNS**

This Agreement shall be binding upon their legal representatives, successor, heirs and assigns.

EXECUTED AND AGREED ON THE DATES SET FORTH BELOW. 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: \_\_\_\_\_

Dated: \_\_\_\_\_

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

State of Massachusetts

County \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ (or \_\_\_\_\_ and \_\_\_\_\_), to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

State of Massachusetts

County \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ (or \_\_\_\_\_ and \_\_\_\_\_), to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_