

PRINT in BLACK ink

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT,
_____ **COUNTY**

For Official Use

Enter the name of the petitioner. If joint petitioners, enter the name of the wife.

In re the marriage of:
Petitioner/Joint Petitioner-Wife:

First name Middle name Last name

and

Respondent/Joint Petitioner-Husband:

First name Middle name Last name

Stipulation for Temporary Order
Without Minor Children

Enter the name of the respondent. If joint petitioners, enter the name of the husband.

Check divorce or legal separation.

Divorce-40101
 Legal Separation-40201

Note: Enter the case number, if known. If not leave blank.

Case No. _____

SUMMARY OF PERSONAL INFORMATION

1. Wife

Enter the requested information about the wife.

Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].

Name _____
Address _____
Address _____
City _____ State ____ Zip _____
Phone (day) _____ Phone (evening) _____
Date of birth _____
Gross monthly income \$ _____
Employer name _____
Address of payroll office _____
City _____ State ____ Zip _____
Phone _____ Fax _____

2. Husband

Enter the requested information about the husband.

Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].

Name _____
Address _____
Address _____
City _____ State ____ Zip _____
Phone (day) _____ Phone (evening) _____
Date of birth _____
Gross monthly income \$ _____
Employer name _____
Address of payroll office _____
City _____ State ____ Zip _____
Phone _____ Fax _____

STIPULATION

The parties agree that the following terms be in effect until the final hearing of this action.

1. SUMMARY OF FINANCIAL AGREEMENTS

For A1, check a or b.

If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

For A2, check a or b.

If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

Check 1, 2, or 3.

Parties may not make payments directly to each other. (See WI Stat. 767.265)

A. **Maintenance (spousal support)** The parties agree that temporary maintenance shall be paid as follows:

1. **For the wife:**

- a. The wife waives her right to receive maintenance at this time.
- b. The husband shall pay maintenance to the wife in the amount of \$ _____ per month beginning on the first day of the month of _____ 20_____.

2. **For the husband:**

- a. The husband waives his right to receive maintenance at this time.
- b. The wife shall pay maintenance to the husband in the amount of \$ _____ per month beginning on the first day of the month of _____ 20_____.

B. **Payments for Maintenance** shall be made to the Wisconsin Support Collections Trust Fund (WI SCTF):

- 1. Directly from the payer to WI SCTF (**only if self-employed**).
- 2. By income assignment from the payer's employer as indicated on page 1.
- 3. No maintenance is to be paid at this time.

C. **Information about how payments are made to WI SCTF.**

All payments for maintenance ordered shall note the case number and the names of the parties on the face of the check, should be made payable to WI SCTF, and sent to:

Wisconsin Support Collections Trust Fund
Box 74400
Milwaukee, WI 53284-0400

The WI SCTF will transmit the payments to the proper persons entitled to them.

Failure of an employer to pay the proper amount shall not be a defense for failure to pay the proper amount. If an employer fails to take out the correct amount for maintenance, the party paying is responsible for the full and correct amount.

The party paying maintenance is responsible for payment of the annual receiving and disbursing fee to WI SCTF.

2. SUMMARY OF OTHER AGREEMENTS

A. **Residence:**

- 1. The parties **do not** own or rent a residence together.
- 2. The parties **do** own or rent a residence together and agree that:
 - a. The wife shall have temporary exclusive use of the residence and the husband shall leave the residence on or before _____.
 - b. The husband shall have temporary exclusive use of the residence and the wife shall leave the residence on or before _____.
 - c. Both parties agree to share the residence.
 - d. Both parties agree to vacate and/or sell the residence by _____.

3. **Sale of Residence:**

- a. The parties do not own a residence.
- b. The residence shall not be placed for sale at this time.
- c. The residence shall be placed for sale no later than _____.

4. **Other Real Estate:** One or both of the parties own additional real estate, the agreement for temporary use of which is disclosed as an attachment.

- a. Yes
- b. No

Check 1 or 2.

If 2, check a, b, c or d.

If a, b or d enter the date [month, day, year].

Check 3a, 3b, or 3c. If 3c, enter the date.

For 4, check a or b. If a, attach the agreed upon arrangements.

B. Personal Property Division: The parties agree that the wife shall be awarded the temporary exclusive use of the personal property in her possession and the husband shall be awarded the temporary exclusive use of the personal property in his possession.

1. with no exceptions
2. except for the following property:

Check 1 or 2.
If 2, complete the chart on the right indicating who will have possession.

List the property and check if the wife or husband will have temporary use of the property until the divorce/legal separation is final.	Who has possession?		Who will have possession?	
	Wife = W Husband = H		Wife = W Husband = H	
Household Items	W	H	W	H
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobiles Year, Make, Model	W	H	W	H
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Securities: Stocks, Bonds, Mutual Funds, Commodity Accounts Name of Company & # of shares	W	H	W	H
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cash and Deposit Accounts Name of Bank or Financial Institution	W	H	W	H
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Personal Property Description of Asset	W	H	W	H
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If property needs to be exchanged, enter the date [month, day, year] by which the property shall be exchanged, and describe how it will be exchanged.

Any exchange of property shall be made by (date) _____
according to the following arrangements: _____

C. Debts and Liabilities

1. Each of the parties shall be responsible for the following debts and liabilities:

Payment for	Payment to	Paid by wife	Paid by husband	Shared equally
Mortgage	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rent	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Home	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Auto	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Medical	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insurance-Life	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Write the names of the creditors to whom the parties owe money. Then check the box to indicate who will temporarily make the minimum monthly payment to each creditor.

2. The parties agree and understand:

- Unless otherwise agreed upon in the order, each party shall pay his or her own future monthly household expenses.
- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Both parties are restrained from making any further debts against the credit of the other party.
- Any debt incurred after the date of this order shall be the responsibility of the party who incurred it and that party shall not make any demands upon the other party concerning that debt.
- Creditors are NOT bound by this agreement and that each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by an order to show cause for contempt of court.

D. Incorporation of Agreement Into Temporary Order

The parties agree that this stipulation shall be submitted to the court for approval and all parties request that the court make this stipulation a temporary order of the court.

E. The parties agree and understand that:

- Unless otherwise agreed upon in the order, each party shall pay his or her own future monthly household expenses.

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Both parties are restrained from making any further debts against the credit of the other party.
- Any debt incurred after the date of this order shall be the responsibility of the party who incurred it and that party shall not make any demands upon the other party concerning that debt.
- Creditors are NOT bound by this agreement and each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by an order to show cause for contempt of court.

<p>The wife must sign and print her name.</p> <p>Enter the date on which she signed her name.</p> <p>Note: This signature does not need to be notarized.</p>
<p>The husband must sign and print his name.</p> <p>Enter the date on which he signed his name.</p> <p>Note: This signature does not need to be notarized.</p>

Signature

Print or Type Name

Date

Signature

Print or Type Name

Date

TEMPORARY ORDER

1. The agreement of the parties as set out in this stipulation is adopted by the court.
2. The parties are ordered to comply with this agreement while this divorce/legal separation action is pending unless this order is changed by a later court order.
3. The court further orders:
 - a. **Income Tax Returns.** The parties agree to file their income tax returns consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin’s Community Property law.
 - b. **Modification and Waiver.** A modification or waiver of any of the provisions of this agreement shall be effective only if it is made in writing and is dated and signed by all parties and approved by the court.
 - c. **Restraining Order.** Both parties are restrained from interfering with the personal liberty of the other, from encumbering or disposing of assets or property, and from incurring debts or credit in the name of the other party.

- d. **Change of Employer/Address.** Both parties shall notify the Clerk of Courts and the county Child Support Agency within 10 days of any change of address or change of employers. Notice shall also be sent at the same time to the other spouse unless contact is prohibited by court order.
 - e. Failure to abide by these temporary orders is punishable as contempt of court pursuant to ch. 785 Wis. Stats. All temporary orders are made without prejudice to the rights of either party at the time of the final hearing.
 - f. Both parties are prohibited from encumbering, concealing, damaging, destroying, transferring, selling, giving away, or removing from this state any of his, her or their property without permission of the court, or written consent of both parties, except in the usual course of business, or in order to secure necessities.
 - g. Neither party can disconnect any utility services or cause any other essential services of the residence of the other party to be discontinued without written consent of the parties or further order of the court.
 - h. Each party is responsible for his or her own future uninsured medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses.
 - i. Both parties shall maintain all current beneficiaries on all life, medical, hospital, automobile, household, or other insurance and in any current wills while this action is pending.
 - j. Pursuant to sec. 767.75(a) Wis. Stats., this temporary order for maintenance constitutes an assignment of all commissions, earnings, salaries, wages, pension benefits, benefits under ch. 102 or 108 Wis. Stats., and other money due or to be due in the future to the Wisconsin Support Collections Trust Fund as will be sufficient to meet the maintenance ordered here.
 - k. Pursuant to sec. 767.75(2r) Wis. Stats., if maintenance is to be paid, the assignment of paragraph "j" above is effective immediately, and the employer of the party paying shall be notified of the assignment of income immediately.
4. Failure to comply with the terms of this order may result in punishment for contempt of court under ch. 785 Wis. Stats.

BY THE COURT:

For Court Use Only

Circuit Court Commissioner

Print or Type Name

Date