

PRINT in BLACK ink

Enter the name of the county in which this case is filed.

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

Marital Settlement Agreement
Without Minor Children

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

Respondent/Joint Petitioner-Husband:

First name Middle name Last name

Divorce-40101
 Legal Separation-40201

Check divorce or legal separation.

Case No. _____

Enter the case number.

Check 1 or 2.

If 2, enter the reason you are asking for a legal separation and not a divorce.

WE AGREE AS FOLLOWS:

A. MARITAL RELATIONSHIP

1. **Divorce:** This marriage is irretrievably broken.
2. **Legal Separation:** This marriage is broken and the reason we are requesting a legal separation and not a divorce is: _____

B. MAINTENANCE (Spousal Support)

1. For the wife:

- a. The wife waives her right to receive maintenance. She understands that by waiving maintenance at this time, she may **never** request that a court award her maintenance from the husband named in this agreement.
- b. The wife is not requesting maintenance at this time, but leaves open her right to request it in the future. Her right to request maintenance is limited to:
 1. any appropriate circumstance.
 2. the following circumstance(s) only: _____
- c. The husband shall pay maintenance to the wife in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____. Maintenance shall end on the last day of the month of _____, 20_____, or until the wife remarries, dies, or by court order, whichever comes first.

2. For the husband:

- a. The husband waives his right to receive maintenance. He understands that by waiving maintenance at this time, he may **never** request that a court award him maintenance from the wife named in this agreement.
- b. The husband is not requesting maintenance at this time, but leaves open his right to request it in the future. His right to request maintenance is limited to:
 1. any appropriate circumstance.
 2. the following circumstance(s) only: _____
- c. The wife shall pay maintenance to the husband in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____. Maintenance shall end on the last day of the month of _____, 20_____, or until the husband remarries, dies, or by court order, whichever comes first.

Check a, b, or c.

If b, choose 1 or 2.
If 2, enter the reasons.

If c, enter the maintenance amount and the month and year the payments should begin and end.

Check a, b, or c.

If b, choose 1 or 2.
If 2, enter the reasons.

If c, enter the maintenance amount and the month and year the payments should begin and end.

Check a, b, or c.

If c, enter the payer's employer information.

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

Check a, b, or c.

If c, check 1 or 2 and enter the interest rate and check A or B. If A, enter the date. If B, enter the amount of the monthly payment and the month and year the payments shall begin.

3. **Payments** shall be made to the Wisconsin Support Collections Trust Fund (WI SCTF):
- a. No maintenance payments will be made.
 - b. Directly from the payer to WI SCTF (**only if self-employed**).
 - c. By income assignment from the payer's employer as indicated below:

Employer name: _____
 Address of payroll office: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

4. **Arrearages for Maintenance:** The amount of the maintenance arrears owed to a party shall be paid as follows:
- a. There are no arrearages owed by either party.
 - b. If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set to zero.
 - c. The parties agree that the amount of the arrears:
 - 1. shall be set as follows: \$ _____
 - 2. shall be determined by the court at the time of the final hearing and shall be paid and earn interest at the rate of _____% per year and payment shall be made as follows:
 - A. one-time payment to the WI SCTF made by (date) _____.
 - B. Through monthly income withholding by the WI SCTF in the amount of \$ _____ beginning on the first day of the month of _____, 20 ____ until the arrearages are paid in full.

C. MEDICAL INSURANCE

No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

D. DEBTS AND LIABILITIES

- 1. Each party is individually responsible for any debts incurred by that person after (date) _____.
- 2. The following debts and liabilities shall be paid by the party indicated:

Creditor's Name	Balance	To be paid by wife	To be paid by husband
_____	\$ _____	<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"/>

3. The parties agree and understand:

- 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.

Enter the date [month, day, year] on which each spouse is or was responsible for his/her own debts.

For each debt owed individually or jointly, write the name, current balance, and check who will be responsible for payment.

Note: Any and all debts disclosed on the parties' Financial Disclosure Statements should be included here and divided between the parties.

Check a or b. If b, list the items and indicate when and how any exchange of property will take place.

2. **Exchange:** The following items still need to be exchanged between the parties:

- a. **None:** all property has already been exchanged.
- b. **List of items:** _____
The exchange of property shall be made by (date) _____
according to the following arrangements: _____

Any property not listed above shall be awarded to the party who has possession at the time of the final hearing.

F. REAL ESTATE

Check 1 or 2.
If 2, and the parties own a primary residence, check a.
If a, enter the address and Parcel Identification Number, which can be found on your real estate tax bill.

Attach a copy of the legal description.

Check 1 or 2.
If 1, check A or B.
If 2, check A, B, or C and enter how the repairs, etc. will be handled while the sale is pending.

Enter the percentage each party shall receive. The total amount must equal 100 %.

If the parties own other real estate (including any timeshare interests), check B, complete the attached Schedule A found at the end of this document.

- 1. Neither party owns any real estate at this time.
- 2. One or both parties own real estate at this time.
 - a. **Primary Residence:** The parties own a primary residence located at:
 Address: _____
 City: _____ State _____ Zip _____
 Parcel Identification Number (Tax Key Number): _____

Attached is a legal description of this property.

- 1. The primary residence shall be awarded to the:
 - A. Wife
 - B. Husband
 and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability.
- 2. The residence shall be placed on the market for sale and the mortgage, taxes, and insurance will continue to be made by the:
 - A. Wife
 - B. Husband
 - C. Shared equally
 until the closing date. Pending sale, parties agree to handle any necessary repairs, special assessments and other extraordinary circumstances as follows: _____

The money from the sale of this residence shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

- 1. The wife to receive _____ %.
- 2. The husband to receive _____ %.

- b. **Other Real Estate:** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached Schedule A.

Transfer of Title: Both parties understand that this marital settlement agreement alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** or a **Wisconsin Real Estate Transfer Return** signed by the parties. The party awarded a parcel of real estate shall be responsible for having the necessary documents prepared.

Check 1 or 2.
 If 2, enter the amount.
 And check a1 or a2.
 And, check b1, b2 or b3.
 If b2, enter the date
 [month, day, year].
 If b3, enter the amount of
 the monthly payment and
 the month and year the
 payments shall begin.
 Enter the amount of
 interest (if any) in c and
 check c1 or c2.

G. EQUALIZATION OF MARITAL PROPERTY DIVISION

1. No payment is required to be made to equalize the marital property division.
2. A payment of \$_____ is required to equalize the marital property division.
 - a. This payment shall be made by the:
 1. Wife to the husband.
 2. Husband to the wife.
 - b. This payment:
 1. has already been made.
 2. shall be made in a lump sum payment no later than (date) _____.
 3. shall be paid in the amount of \$_____ per month beginning on the first day of the month of _____, 20_____.
 - c. The amount shall earn interest until paid in full at the rate of _____% per year:
 1. From the date of the final hearing.
 2. From the date the payment was due.

H. TAXES

1. **Year of Divorce/Legal Separation:**
 - The parties agree to file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin’s Marital Property law.
 - The parties understand that their marital status on the last day of the year determines their filing status for that year, whether married or single.
 - The parties acknowledge that each is responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.

2. **Years Before Divorce/Legal Separation:**
 - a. Tax returns for all previous years have been filed.
 - b. The parties agree to file returns for the previous tax years as follows: _____

I. LEGAL NAME RESTORATION

1. Neither party requests the use of a former legal surname.
2. The Wife requests the use of a former legal surname of: _____
3. The Husband requests the use of a former legal surname of: _____

Note: If this is an action for legal separation, the court cannot allow a spouse to resume a former legal surname unless and until the judgment is converted to a divorce.

J. OTHER AGREEMENTS

We understand that any oral agreements are not enforceable by the court.

1. We have no other agreements, written or oral, concerning this marriage.
2. We have attached written agreements concerning this marriage, copies of which are attached.

K. AGREEMENTS and UNDERSTANDINGS

We understand and agree that:

- We could each get an attorney to review this agreement.
- This form was provided as a convenience and may NOT cover all issues.
- This agreement may have tax consequences and that seeking tax advice is suggested.
- We have each fully disclosed of our income, debts, assets and liabilities to each other.
- Maintenance is deductible by the payer and taxable to the payee.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.
- There are certain legal presumptions under Wisconsin law, such as marital property should be divided 50/50.

Check a or b.
 If b, indicate how the parties agree to handle the filing (expenses and refund, if any).

Check 1, 2, or 3.
 If 2 or 3, enter the former name.

Check 1 or 2.
 If 2, attach any additional agreements.

L. VOLUNTARY EXECUTION / NATURE OF AGREEMENT

We assume equal responsibility for the entire content of this agreement. We have entered into this marital settlement agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. We believe the terms to be fair and reasonable under the circumstances.

We acknowledge that there may be substantial legal and tax implications with regard to this agreement. We understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. We acknowledge that each of us has the right to seek the advice of our own personal attorney.

M. MUTUAL / GENERAL RELEASE

We release each other from any claim of any nature that may exist. Neither of us may, at any time hereafter, sue the other, or our heirs, personal representatives, and assigns, for the purpose of enforcing any or all of the rights relinquished and/or waived under this agreement. We agree that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by the other party. We understand that this mutual and general release shall not become effective until this Marital Settlement Agreement is approved by the court.

N. FULL DISCLOSURE AND RELIANCE

We warrant to each other that there has been an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. We understand and agree that deliberate failure to provide complete disclosure constitutes perjury under sec. 767.27 Wis. Stats. and a fraud upon the court. The property referred to in this agreement represents all the property in which either party has any interest. This agreement is based on our financial disclosure statements. We relied on these financial representations when entering into this agreement.

O. RESTRAINING ORDER

We agree to never interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

P. EXECUTION OF DOCUMENTS

Now, or in the future, on demand, we agree to execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this agreement.

Q. DIVESTING OF PROPERTY RIGHTS

Except as otherwise provided for in this agreement, we give up all rights to the property awarded to the other.

All property awarded to a party shall be the separate property of that party.

We shall have the right to manage our separate property as if we had never been married.

R. SURVIVAL OF AGREEMENT AFTER JUDGMENT

We agree that the provisions of this agreement shall survive any subsequent judgment of divorce and shall have independent legal significance. This agreement is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either of us may enforce this agreement in this or any other court of competent jurisdiction.

S. JURISDICTION

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes.

T. APPROVAL OF COURT REQUIRED

We have read this agreement and agree with its terms. We submit this **Marital Settlement Agreement** to the court for approval, and request the court to incorporate its terms in the final judgment. Once approved by the court, we understand that either of us may enforce this agreement in this or any other court of competent jurisdiction.

U. WAIVER OF APPEARANCE

We agree that the court may proceed with the final hearing without further notice, and consent to judgment being entered on the petition, pursuant to the terms of this **Marital Settlement Agreement** even if the respondent or one of the joint petitioners does not appear.

The wife must sign and print her name.

Enter the date on which she signed her name.

Note: This signature does not need to be notarized.

Signature

Print or Type Name

Date

The husband must sign and print his name.

Enter the date on which he signed his name.

Note: This signature does not need to be notarized.

Signature

Print or Type Name

Date

SCHEDULE A – DIVISION OF OTHER REAL ESTATE

A. **Parcel 2:** The parties own other real estate located at:

Address: _____

City: _____ State _____ Zip _____

Parcel Identification Number (tax key Number): _____

Attached is a legal description of this property.

1. The real estate shall be awarded to the:
 - a. Wife
 - b. Husbandand that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability.

2. The real estate shall be placed on the market for sale and the mortgage, taxes, and insurance will continue to be made by the:
 - a. Wife
 - b. Husband
 - c. Shared equallyuntil the closing date. Pending sale, parties agree to handle any necessary repairs, special assessments and other extraordinary circumstances as follows: _____

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

1. The wife to receive _____ %.
2. The husband to receive _____ %.

B. **Parcel 3:** The parties own other real estate located at:

Address: _____

City: _____ State _____ Zip _____

Parcel Identification Number (tax key Number): _____

Attached is a legal description of this property.

1. The real estate shall be awarded to the:
 - a. Wife
 - b. Husbandand that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability.

2. The real estate shall be placed on the market for sale and the mortgage, taxes, and insurance will continue to be made by the:
 - a. Wife
 - b. Husband
 - c. Shared equallyuntil the closing date. Pending sale, parties agree to handle any necessary repairs, special assessments and other extraordinary circumstances as follows: _____

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

1. The wife to receive _____ %.
2. The husband to receive _____ %.