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**MARITAL SETTLEMENT AGREEMENT**

**AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Wife"), who resides at \_\_\_\_\_ [insert full residential address of Wife] and \_\_\_\_\_ (hereinafter referred to as "Husband"), who resides at \_\_\_\_\_ [insert full residential address of Husband].

**WHEREAS**, we were married on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, State of \_\_\_\_\_, and we now mutually desire to dissolve our marriage and mutually agree to live permanently separate and apart from each other, as if we were single;

**WHEREAS**, we each have exercised good faith and have made fair, accurate, and complete disclosure to each other regarding all financial and property matters pertaining to this marital settlement agreement;

**WHEREAS**, we mutually desire to settle by agreement all matters regarding our marital affairs, child custody and visitation, personal and real property, and finances;

**WHEREAS**, we mutually intend this agreement to be a final disposition regarding the marital issues addressed herein and intend that this agreement be incorporated into any subsequent JUDGEMENT FOR DIVORCE.

**THEREFORE**, in exchange for the mutual promises herein contained, we agree to live separately and to divide our property and finances according to the following mutually agreed upon terms and conditions:

**1. CHILDREN**

Husband and Wife have the following child(ren) born or adopted into their marriage:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**A. CUSTODY**

To settle all issues in relation to custody in a manner consistent with the best interest of the child(ren), Husband and Wife agree as follows:

Husband shall have sole custody of \_\_\_\_\_.

Wife shall have sole custody of \_\_\_\_\_  
\_\_\_\_\_.

Husband and Wife shall have joint custody of \_\_\_\_\_  
\_\_\_\_\_.

**B. VISITATION**

To settle all issues in relation to the visitation rights in a manner consistent with the best interest of the child(ren), Husband and Wife agree as follows:

1) Husband shall have the following rights of visitation:

Weekends:

Husband shall have visitation rights on the following days and times [*choose one:*] \_\_\_\_\_ each weekend OR \_\_\_\_\_ every other weekend:

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

Weekdays:

Husband shall have visitation rights on the following days and times during [*choose one:*] \_\_\_\_\_ each week OR \_\_\_\_\_ every other week:

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

Yearly Vacation:

Husband shall have visitation rights for the following vacation periods each year:

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

Holidays (Even-Numbered Years):

Husband shall have visitation rights for the following holidays during even-numbered years:

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

Holidays (Odd-Numbered Years):

Husband shall have visitation rights for the following holidays during odd-numbered years:

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

Other Visitation Rights:

Husband shall have the following additional visitation rights:

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

2) Wife shall have the following rights of visitation:

Weekends:

Wife shall have visitation rights on the following days and times [choose one:] \_\_\_\_\_ each weekend OR \_\_\_\_\_ every other weekend:

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Weekdays:

Wife shall have visitation rights on the following days and times during [choose one:] \_\_\_\_\_ each week OR \_\_\_\_\_ every other week:

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Yearly Vacation:

Wife shall have visitation rights for the following vacation periods each year:

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Holidays (Even-Numbered Years):

Wife shall have visitation rights for the following holidays during even-numbered years:

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Holidays (Odd-Numbered Years):

Wife shall have visitation rights for the following holidays during odd-numbered years:

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Other Visitation Rights:

Wife shall have the following additional visitation rights:

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**2. REAL ESTATE**

**A. RESIDENCE**

Husband shall reside at \_\_\_\_\_  
\_\_\_\_\_.

Wife shall reside at \_\_\_\_\_  
\_\_\_\_\_.

**B. HOMESTEAD**

Husband and Wife own the following real property as their family residence, located at  
\_\_\_\_\_  
\_\_\_\_\_.

Husband and Wife agree that \_\_\_\_\_ shall continue to reside at the above mentioned family residence.

Rights, responsibilities and expenses regarding the above mentioned family residence shall be distributed as follows:

1) Title:

Husband shall have the following rights of title and ownership in the family residence:

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

Wife shall have the following rights of title and ownership in the family residence:

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

2) Expenses, Mortgage and Maintenance:

Husband shall be responsible for and pay the following expenses regarding the family residence:

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

Wife shall be responsible for and pay the following expenses regarding the family residence:

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**C. OTHER REAL ESTATE**

Husband and Wife jointly own the following other real estate to be divided as follows:

1) To Husband:

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2) To Wife:

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**3. PERSONAL PROPERTY**

**A. HOUSEHOLD GOODS**

Husband and Wife jointly own the following household goods to be divided as follows:

1) To Husband:

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2) To Wife:

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**B. AUTOMOBILES**

Husband and Wife jointly own the following automobiles to be divided as follows:

1) To Husband:

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2) To Wife:

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**C. OTHER PERSONAL PROPERTY**

Husband and Wife own the following other personal property to be divided as follows:

1) To Husband:

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3.) To Wife:

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**4. BANK ACCOUNTS**

Husband and Wife jointly hold the following bank accounts:

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

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(Name and Address of Institution)

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

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(Name and Address of Institution)

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

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(Name and Address of Institution)

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

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(Name and Address of Institution)

The above mentioned accounts shall be divided as follows:

1) To Husband:

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2) To Wife:

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**5. DEBTS**

Husband and Wife jointly hold the following debts outstanding:

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Account Number)

\_\_\_\_\_ (Account Balance)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Institution)

The above mentioned debts shall be divided as follows:

1) Husband agrees to pay and assume all responsibility for the following debts:

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

2) Wife agrees to pay and assume all responsibility for the following debts:

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

Husband and Wife agree that from the date of this agreement, neither shall assume any joint debt or liability. Husband and Wife agree that each shall be individually responsible for all debts that he or she acquires subsequent to the date of this agreement.

**6. TAX LIABILITY**

A. Husband and Wife agree that any joint tax liability shall be assumed as follows:

1) By Husband:

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2) By Wife:

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B. The custodial parent shall have the sole right to claim as a dependent for state and federal income tax purposes any child over which he or she has custody. In the event of joint custody, the Husband and Wife agree as follows with respect to who shall hold this right:

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**7. LIFE INSURANCE**

A. Husband owns the following life insurance policies naming Wife as beneficiary:

\_\_\_\_\_ (Policy Number)

\_\_\_\_\_ (Policy Amount)

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(Name and Address of Institution)

\_\_\_\_\_ (Policy Number)

\_\_\_\_\_ (Policy Amount)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Institution)

\_\_\_\_\_ (Policy Number)

\_\_\_\_\_ (Policy Amount)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Institution)

Husband agrees that Wife [*check one:*] \_\_\_\_\_ shall, or \_\_\_\_\_ shall not remain the beneficiary of the following life insurance policies:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Wife owns the following life insurance policies naming Husband as beneficiary:

\_\_\_\_\_ (Policy Number)

\_\_\_\_\_ (Policy Amount)

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

(Name and Address of Institution)

\_\_\_\_\_ (Policy Number)

\_\_\_\_\_ (Policy Amount)

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

(Name and Address of Institution)

\_\_\_\_\_ (Policy Number)

\_\_\_\_\_ (Policy Amount)

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

(Name and Address of Institution)

Wife agrees that Husband [*check one:*] \_\_\_\_\_ shall, or \_\_\_\_\_ shall not remain the beneficiary of the following life insurance policies:

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**8. HEALTH INSURANCE**

Husband and Wife agree as follows in relation to their respective health care coverage:

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**9. SPOUSAL SUPPORT**

A. Husband shall pay to Wife spousal support in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), \_\_\_\_\_ [*specify "weekly" or "monthly"*], beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Husband shall continue to pay this sum for a period of \_\_\_\_\_, subject to the following mutually agreed upon conditions:

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B. Wife shall pay to Husband spousal support in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), \_\_\_\_\_ [*specify "weekly" or "monthly"*], beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Wife shall continue to pay this sum for a period of \_\_\_\_\_, subject to the following mutually agreed upon conditions:

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**10. CHILD SUPPORT**

A. Husband shall pay to Wife child support in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per child, \_\_\_\_\_ [specify "weekly" or "monthly"], beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Husband shall continue to pay this sum for a period of \_\_\_\_\_ or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

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B. Wife shall pay to Husband child support in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per child, \_\_\_\_\_ [specify "weekly" or "monthly"], beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Wife shall continue to pay this sum for a period of \_\_\_\_\_ or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

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C. All payments of child support pursuant to this agreement shall be made and delivered in the following manner: [choose one:] \_\_\_\_\_ All payments of child support shall be paid directly through the appropriate state agency, official, or court designated by the laws of the State of New York to receive and disburse such child support payments, or \_\_\_\_\_ All payments of child support shall be made directly to the parent to whom the child support payments are due; however, the parent to whom payments are due reserves the right to require, upon written notice to the paying parent, such child support payments to be paid directly to the appropriate state agency, official, or court designated by the laws of the State of New York to receive and disburse such child support payments.

D. In the event the obligated parent's income increases, the amount of child support shall be increased proportionately, and such increase shall be computed effective the date of the increase.

E. As additional child support, the obligated parent shall maintain medical and dental insurance on behalf of each child and shall pay any medical expenses not covered by said insurance.

F. As additional child support, the obligated parent [choose one:] \_\_\_\_\_ shall or \_\_\_\_\_ shall not pay one-half of the amount needed for each child's college education.

**11. LEGAL NAME**

Husband and Wife agree that upon the court's ordering a JUDGEMENT FOR DIVORCE, Wife shall have the right to retain her married name or shall also have the right to return to her maiden or former name: \_\_\_\_\_ [*insert Wife's maiden name*].

**12. FINAL AGREEMENT**

This agreement sets forth the entire agreement and understanding between the Husband and Wife relating to the settlement of martial property and finances and supersedes all prior discussions between us. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

**13. ACKNOWLEDGEMENT**

Husband and Wife acknowledge that each has entered into this agreement in good faith, without any duress or undue influence. Each understands his or her right to seek independent counsel regarding this agreement, and each has had the opportunity to seek independent counsel prior to signing this agreement.

**14. CHOICE OF LAW**

Husband and Wife agree that this agreement shall be governed and construed in accordance with the laws of the State of New York.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Wife

\_\_\_\_\_

Husband

\_\_\_\_\_  
Witness #1 for Wife

\_\_\_\_\_  
Witness #1 for Husband

\_\_\_\_\_  
Witness #2 for Wife

\_\_\_\_\_  
Witness #2 for Husband

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_ [Date] by  
\_\_\_\_\_ [name of principal].

[Notary Seal, if any]:

\_\_\_\_\_  
(Signature of Notarial Officer)

Notary Public for the State of New York

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

