

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
FAMILY DIVISION

[Please TYPE or PRINT all information and check applicable boxes]

In re the marriage of: Case # _____ FA _____

_____, Petitioner Family A B C D
Social Security #: _____ [circle correct one]

--- and ---

**FINAL STIPULATION -
MARITAL SETTLEMENT AGREEMENT**

_____, Respondent
Social Security #: _____ IV-D # _____

PRELIMINARY STATEMENTS

- **In this document**, the [] petitioner [] respondent is called **WIFE**.
In this document, the [] petitioner [] respondent is called **HUSBAND**.
- The respondent acknowledges receipt of a copy of the summons and petition in this action.
- The parties have [number] _____ adult child(ren) as a result of this relationship. There are no minor children. The wife is not pregnant and has not given birth to any other children during this marriage.
- The parties have been separated since _____.
[date]
- Both parties agree that this marriage is irretrievably broken (the marriage is over).
- Each party acknowledges that she/he has the right to hire a lawyer to represent her/his legal interests, that she/he proceeds in this action without a lawyer by her/his own choice, and she/he understands her/his legal and financial rights well enough to proceed without a lawyer.
- The parties state that the following agreement is a reasonable, fair and equitable division of their marital property and debts, and the parties consent to its terms freely and voluntarily after considering their economic circumstances, the property each brought into the marriage, their age and health, and their earnings.
- Each party has a general idea of the other's approximate income, property, and debts. Each party believes that the other party has made an honest, complete, and fair financial disclosure. Each party hereby waives any further formal financial disclosure statements.
- Respondent hereby waives her/his right to receive further notice of the date, time, and location of the final hearing of this matter, and consents to the other party's appearance to give testimony and ask that the Court grant a divorce adopting the terms set forth in this document.
- Both parties waive any and all jurisdictional objections to the extent they are legally allowed to do so, including objections based on military service for the United States as defined in Sec.511 of the Soldiers and Sailors Civil Relief Act of 1940, as amended, 50 USC Sec.510, et seq., and state that neither is entitled to the protection of that act.

MARITAL SETTLEMENT AGREEMENT

Subject to the approval of the court, the parties agree that the terms of their divorce, to be included in the forms known as the Findings of Fact, Conclusions of Law, and Judgment of Divorce, shall be as follows:

1. MAINTENANCE (Spousal support)

The parties waive their right to receive maintenance. They understand that by waiving maintenance, they may never request that a court award them maintenance from the spouse named in this agreement.

2. DEBTS AND OBLIGATIONS OF THE PARTIES *[check appropriate box(es) and list debts as needed]*

Each of the parties shall pay all debts and financial obligations she/he entered into after this action was filed and shall hold the other party harmless for such payment, except as specifically required by any temporary orders made in this case. Any such temporary order shall remain in full force and effect after the divorce is granted.

There are no marital debts.

The wife will pay the following debts and shall hold the husband harmless for their payment:

The husband will pay the following debts and shall hold the wife harmless for their payment:

Neither party shall incur any debt or obligation for which the other may be responsible. Should either party obtain a discharge in bankruptcy or debtor relief pursuant to the Federal Bankruptcy Code from the debts assigned to him or her, resulting in the other party being held responsible for the payment of those debts, that shall constitute a change of circumstances, and the court shall then have the power to consider revising the Judgment with respect to maintenance. **NOTE:** Any provision for payment of debts is not binding on those who have extended you credit while you remained married.

3. PROPERTY DIVISION

The parties agree it is fair to divide their property as follows:

PROPERTY TO WIFE. The wife shall be awarded the following:

Automobile _____ *(make, model and year)*;

Household furnishings, clothing and personal items currently in the wife's possession;

Retirement/profit-sharing/deferred compensation plans in her name;

Cash and deposit accounts in her name;

Other personal property in her name or in her possession;

Other: _____

Cash payment from husband to evenly divide the marital estate in the amount of \$ _____

Payment to be made on or before *(date)* _____

OR

Wife acknowledges receipt of this amount from husband.

PROPERTY TO HUSBAND. The husband shall be awarded the following:

Automobile _____ *(make, model and year)*;

Household furnishings, clothing and personal items currently in the husband's possession;

Retirement/Profit-sharing/Deferred compensation plans in his name;

Cash and deposit accounts in his name;

Other personal property in his name or in his possession;

Other: _____

Cash payment from wife to equalize marital estate in the amount of \$ _____

Payment to be made on or before (date) _____

OR

Husband acknowledges receipt of this amount from wife.

4. REAL ESTATE *[check appropriate box]*

The parties do not own any real estate.

The parties agree on how to divide the real estate and will cooperate in signing and exchanging all documents needed to make any required title changes.

5. INCOME TAX RETURNS *[check appropriate box]*

The parties agree to file joint income tax returns for the tax year _____. They will divide equally the costs of the preparation of the returns, pay equally toward any penalties or taxes due, or divide equally any refunds. They agree to cooperate in the preparation of the returns.

This section is non-applicable.

6. FINANCIAL DISCLOSURE: COVENANTS

Each party states to the other that there has been a full disclosure of all assets, income and liabilities, and that the property referred to in this Marital Settlement Agreement represents all the property to which either of them has any interest or right, either legal or equitable.

7. RESTORATION OF NAME (if desired)

_____ shall be restored the use of her/his former surname, _____.

8. EXECUTION OF DOCUMENTS TO MAKE THIS AGREEMENT EFFECTIVE

Each party agrees to execute and deliver any and all documents which may be necessary to carry out the terms of this agreement.

9. VOLUNTARY EXECUTION

The parties state they 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. Each believes the terms are fair and reasonable under the circumstances.

10. ENTIRE AGREEMENT

Each party admits that no promises or statements of any kind have been made to persuade him or her to enter into this agreement, other than those set forth in the agreement itself.

11. RESTRAINING PROVISIONS

Each party agrees not to molest the other, not to interfere with the personal liberty of the other, and not to come on the premises occupied by the other as a residence, except with the specific permission of the other.

12. INCORPORATION INTO JUDGMENT

The parties agree that the terms of this Marital Settlement Agreement may be submitted to the court for approval, and both parties request the court to include its terms in the final judgment of divorce and make the terms enforceable as part of such judgment.

13. ADDITIONAL PROVISIONS [If there are no additional provisions, check this box NONE.

[If you have additional provisions, add an additional page, mark it "PAGE 3A" - Both parties must SIGN that page.]

Petitioner

Dated: _____

Respondent

Dated: _____