

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] \_\_\_\_\_ minor child(ren) as a result of this relationship. There are [number] \_\_\_\_\_ adult child(ren). 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 that 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 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 of 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. CHILD CUSTODY AND PHYSICAL PLACEMENT** (write on back if more space needed)

The following is a list of the name(s), birth date(s), and social security number(s) of our minor children:

_____	DOB: _____	S.S. No: _____
_____	DOB: _____	S.S. No: _____
_____	DOB: _____	S.S. No: _____
_____	DOB: _____	S.S. No: _____

**A. CUSTODY** - It is in the best interest of the child(ren) that: *[check one]*  
 Joint Legal Custody - that his/her/their legal custody be awarded jointly to the parties; we are both fit and proper persons to have joint legal custody.

**OR**

Sole Legal Custody - his/her/their legal custody be awarded solely to the \_\_\_\_\_, who is a fit and proper person to have sole custody. *[write in "husband or wife"]*

**B. PHYSICAL PLACEMENT** - It is in the best interest of the child(ren) that:

Primary Placement - that the \_\_\_\_\_ have primary physical placement of the child(ren). *[write in "husband" or "wife"]*

**AND**

Alternate Physical Placement (Visitation): the parent who does not have primary physical placement shall have periods of physical placement with the child(ren): *[Check box a, b, or c, below]*

at reasonable times after giving the parent with primary physical placement reasonable notice;

**OR**

as follows: \_\_\_\_\_

Check the box if further conditions are attached:

**OR**

the issue of alternate periods of physical placement shall be held open at this time.

School and Medical Records. Under Sec. 767.24(7), Wis. Stats., both parents have access to the child(ren)'s medical, dental, and school records.

Mediation. The parties agree that if they are unable to resolve any disputes concerning the custody and/or placement of the child(ren), they will participate in mediation through the Family Court Mediation Service.

**2. CHILD SUPPORT** *[Check one of the box(es) below]*

Starting on *[date]* \_\_\_\_\_, the *[choose one]*  husband  wife shall pay child support in the amount of:

1.  \$ \_\_\_\_\_ per month
2.  \_\_\_\_\_ % of all gross income
3.  \$ \_\_\_\_\_ per month, or \_\_\_\_\_ % of gross income, whichever is greater,
4.  Other: \_\_\_\_\_

towards the support of the minor child(ren) of the parties.

Additional provisions: \_\_\_\_\_  
\_\_\_\_\_

All child support shall be paid by income assignment and shall continue until the child reaches the age of 18 and completes high school; but in no event shall support continue after the youngest child reaches the age of 19.

All child support payments shall be made by income assignment through the *[choose one]*  husband's  wife's employer to the Wisconsin Support Collection Trust Fund (WI SCTF). If the employer does not deduct the money from the payor's check by the effective date of the child support order, the payor will pay by check to the WI SCTF the required amount until that amount is deducted from his/her paycheck.

The \_\_\_\_\_ shall pay to the WI SCTF an annual receiving and disbursing fee of \$25.00, pursuant to Sec. 814.69(12)(b), Wis. Stats. This annual fee shall be paid at the time of and in addition to the first payment made in each year for which payments are ordered, beginning January 1st of the next year. If the annual fee is not paid when due, the fee shall not be deducted from maintenance or support payments, but the Milwaukee County Office of Child Support Enforcement shall have standing to move the Court for immediate sanctions under Chapter 785 or to apply for an assignment.

So long as there remains any obligation for child support, each party shall notify the WI SCTF of any change in address or employer within ten (10) days. That notice shall be in writing, listing his/her case number.

Any party ordered to make payments under this agreement shall assign commissions, earnings, salaries, wages, pension benefits, benefits under Chapter 102 or 108, and other money due now or in the future to the WI SCTF where the action is filed in an amount sufficient to meet the maintenance, child support, or family support payments imposed by the Court for the support of the spouse or minor child(ren) or both, and to cover any money owed at the time the assignment shall take effect.

**3. TAX EXEMPTIONS** *[check one of the boxes below and fill in the blank(s)]*

The *[choose one]*  husband  wife may claim the minor child(ren) as an exemption(s) for federal and state income tax purposes.

**OR**

The wife may claim *[list child(ren)'s names]* \_\_\_\_\_ as exemption(s) for federal and state income tax purposes, and the husband may do the same for \_\_\_\_\_.

**OR**

The wife may claim the child(ren) as an exemption for federal and state income tax purposes in  odd  even-numbered years, and the husband may so claim the child(ren) in  even  odd-numbered years.

**OR**

The *[choose one]*  husband  wife may claim the minor child(ren) as exemption(s) for federal and state income tax purposes only if he/she is current in payment of child support as of December 31st of the year in which he/she intends to claim the exemption.

Each party agrees to cooperate in signing IRS Form 8332, or other appropriate state or federal tax forms, as necessary, in order to carry out the option selected above.

**4. HEALTH CARE EXPENSES FOR MINOR CHILD(REN)**

The following provisions apply to each child, until he/she is emancipated, reaches the age of 18 and finishes high school, or reaches age 19 if he/she continues to be a full-time high school student. *[check the agreed-upon box(es) on the next page and fill in the blank(s)]*

Each party agrees to provide medical insurance coverage for the minor child(ren).

**OR**

The *[choose one]*  husband  wife will provide medical insurance coverage for the minor child(ren).

**OR**

The *[choose one]*  husband  wife will provide dental insurance coverage for the child(ren) if it is available through (his/her) employer.

The party not providing the medical and/or dental insurance shall pay to the party who is providing the insurance one-half of the premium which is being paid for the insurance coverage.

The parties agree to divide equally any uninsured medical or dental health expenses for the minor child(ren), which shall include medical, dental, psychological, hospital, optometric, orthodontic and pharmaceutical expenses.

## 5. LIFE INSURANCE

Both parties shall keep in full force and pay the premiums on all life insurance presently held upon his or her life, naming the child(ren) of the parties as primary beneficiary(ies) in equal shares, until the youngest of the minor child(ren) reaches age of 18 or age 19 if she/he is a full time high school student. This obligation may also be satisfied by naming a trustee in the will as the primary beneficiary of this life insurance, provided the trust is exclusively for the benefit of the child(ren) of the parties. Each party also agrees to furnish the other with proof of the named beneficiary upon request.

Neither party may borrow against the life insurance policy after the date of this agreement nor use it as collateral if the result is a lessening in the total face value of life insurance to be provided by each party for the child(ren) from the amount that existed on the date of this agreement without the written consent of the other party.

## 6. MAINTENANCE/SECTION 71 PAYMENTS (Spousal support)

*[check one of the box(es) in either A or B below and fill in the blanks]*

### A. Maintenance

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.

**OR**

The matter of maintenance shall be held open as to *(choose one)*  husband  wife  both parties for a period of \_\_\_\_\_  and shall be denied to  husband  wife.

**OR**

The husband waives the right to receive maintenance from wife, but the husband shall pay maintenance to the wife in the amount of \$ \_\_\_\_\_ per month for;  
 a period of \_\_\_\_\_ **OR**  until further court order.

**OR**

The wife waives the right to receive maintenance from the husband, but the wife will pay maintenance to the husband in the amount of \$ \_\_\_\_\_ per month for;  
 a period of \_\_\_\_\_ **OR**  until further court order.

**OR**

The matter of maintenance shall be held open ONLY for the purposes of repayment in the event one party

pays debts and obligations which were the responsibility of the other party under this agreement.

**B. Section 71 Payments**

The (choose one)  husband shall pay to the wife  wife shall pay to the husband Section 71 payments, as defined in the federal Internal Revenue Code, in the amount of \$ \_\_\_\_\_ per month for a term of (years or months) \_\_\_\_\_. This provision cannot be changed and, except for these payments, parties waive maintenance.

The parties acknowledge that all maintenance or Section 71 payments shall be taxable income to the party receiving the payments and deductible by the party making payments.

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

Each of the parties shall pay all debts and financial obligations he/she entered into after this action was filed and shall hold the other party harmless, except for such payment 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.

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, such action shall constitute a change of circumstances and the court shall then have the power to consider re-opening or 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 were married.

**8. PROPERTY DIVISION**

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

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

Motor vehicle(s): \_\_\_\_\_ (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 (identify the type of interest, the plan name and what portion of the plan is awarded) \_\_\_\_\_

\_\_\_\_\_  Cash and  
deposit accounts in her name (names of institutions and types of accounts and account numbers, if known)

Other personal property in her name or in her possession (list items or types of property)

\_\_\_\_\_  
\_\_\_\_\_  
[ ] Property now in possession of the husband which is to be delivered to the wife:  
\_\_\_\_\_  
\_\_\_\_\_  
Arrangements for pick-up or  
delivery of this property are as follows: \_\_\_\_\_  
\_\_\_\_\_

[ ] Cash payment from husband to equalize 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:

[ ] Motor vehicle(s): \_\_\_\_\_ (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 (identify the type of interest, the plan name and what portion of the plan is awarded) \_\_\_\_\_  
\_\_\_\_\_

[ ] Cash and deposit accounts in his name (names of institutions and types of accounts and account numbers, if known)  
\_\_\_\_\_

[ ] Other personal property in his name or in his possession (list items or types of property)  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Property now in possession of the wife which is to be delivered to the husband:  
\_\_\_\_\_  
\_\_\_\_\_  
Arrangements for delivery or  
pick-up of this property are as follows: \_\_\_\_\_  
\_\_\_\_\_

[ ] 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.

***\*Both parties acknowledge that they are aware that there can be substantial legal and income tax implications involved in the transfer of retirement plan interests; and that there may be specific methods, forms and procedures required for transferring retirement interests to the other party, that some plans require a "Qualified Domestic Relations Order (QDRO)" to complete such a transfer, and that certain retirement interest plans may not allow for one person's interest to be transferred to another, and that the assistance of an attorney or an accountant may be helpful. Each of the parties has freely and voluntarily chosen to proceed with this agreement relying on his or her own knowledge.***

**9. REAL ESTATE** [Check appropriate box(es) and fill in the blank(s)]

[ ] The parties do not own any real estate.

**OR**

[ ] The parties own a homestead with a street address of: \_\_\_\_\_  
\_\_\_\_\_.

[ ] The (choose one) [ ] husband [ ] wife shall receive sole title to the property. The other party will sign a

Wisconsin Real Transfer Return and Warranty Deed no later than the date of the final hearing to effect the change in title.

The (choose one) [ ] husband [ ] wife shall be solely responsible for paying the mortgage, utilities, real estate taxes, assessments, and any and all other expenses related to the property. The \_\_\_\_\_ will hold the other party harmless for the payment of those expenses.

**OR**

[ ]

The parties agree to title the property as tenants in common as of the date of divorce.

The (choose one) [ ] husband [ ] wife will reside in it until (give date or happening of event) \_\_\_\_\_, when the house must be sold. The \_\_\_\_\_ will have the first option to buy out the \_\_\_\_\_'s interest which then exists in the equity.

The (choose one) [ ] husband [ ] wife will pay the mortgage, utilities, real estate taxes, assessments, and any other expenses related to the property and shall receive a credit for any principal reduction accomplished between the date of divorce and the date of sale. The (choose one) [ ] husband [ ] wife may claim the real estate taxes and mortgage interest for tax purposes.

When the property is sold, the parties will divide the net equity as follows: \_\_\_\_\_. While the parties share ownership of the homestead, no repair or improvements will be made in non-emergency situations without the prior agreement of the parties. If they reach such an agreement, they will divide the cost equally. Each party shall be responsible for paying one-half of any capital gains tax resulting from the sale of the homestead.

Each party will fully cooperate in the signing of all necessary and appropriate real estate documents on the date of divorce, or as soon as is practical, to accomplish the change in title to the real estate.

***Both parties know that there can be substantial legal and income tax implications with regard to the ownership and transfer of real estate. Each party understands that complications can arise after the divorce is granted. They have each freely and voluntarily chosen to proceed with this agreement relying on his or her own knowledge.***

**10. INCOME TAXES**

Each party shall be obligated for the full amount of tax payable to all taxing authorities for income paid to him or her from January 1, \_\_\_\_\_, and shall be entitled to any and all tax refunds related to earnings received, taxes withheld, and payment of itemized deductions by that party. Each party agrees to indemnify the other against all taxes or penalties accruing to the other as a result of attribution of the spouse's income, withholding and deductions under marital property laws of Wisconsin.

[ ]

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 in the returns.

**OR**

[ ]

The parties agree to file individual tax returns for \_\_\_\_\_. They agree to claim the marital tax deductions as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. ARREARAGES FOR CHILD SUPPORT AND/OR MAINTENANCE**

[ ]

There are no arrearages owed by either party to the other, and any amounts showing on the court financial record of this case can be cancelled.

**OR**

All arrearages as shown on the court record remain payable.

**OR**

The (choose one)  husband  wife is in arrears for the payment of child support/family support/maintenance in the total amount of \$\_\_\_\_\_ which is owed to the other party.

The agreement for repayment is as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. DIVESTING OF PROPERTY RIGHTS; MUTUAL RELEASES**

Pursuant to Sec. 861.07, Wis.Stats. and otherwise, each party gives up all right, title and interest in the property awarded to the other. All property and money received and retained by the parties shall be their separate property, free and clear of any right, title, interest or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never been married. Except as expressly provided in this agreement, each party accepts the property awarded in this agreement as full satisfaction of all property rights and all obligations arising out of the marital relationship.

**13. 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. The parties also agree that if either party deliberately or negligently fails to disclose any asset, as required by Sec. 767.27, Wis. Stats., resulting in the omission of any asset or assets with a fair market value of \$500.00 or more from the final distribution of property, a constructive trust shall be established for all undisclosed assets, for the benefit of the parties.

**14. RESTORATION OF NAME (if desired)**

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

**15. EXECUTION OF DOCUMENTS MAKING THIS AGREEMENT EFFECTIVE**

The parties agree to execute and deliver any and all documents which may be necessary to carry out the terms of this agreement. With regard to retirement, pensions, deferred compensation and other types of accounts in financial institutions or other business, this may include qualified domestic relations orders and/or other documents relating to contractual agreements and transfer of assets. With regard to motor vehicles and other transportation and recreational vehicles which require licenses, this will include applicable transfer forms.

**16. 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 its terms to be fair and reasonable under the circumstances. ***Each party acknowledges that she/he is aware that there may be substantial legal and tax implications for her/him with regard to this agreement, and that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. Each acknowledges that she/he has the right to seek the advice of a lawyer and, to the extent that she/he has not, she/he proceeds with the knowledge she/he presently has.***

**17. ENTIRE AGREEMENT**



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

**18. MODIFICATION AND WAIVER**

A change 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 both parties and filed with the court. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

**19. 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 party.

**20. RELIANCE BY THE PARTIES**

The parties state that either of them may make advances of money or property or take actions affecting his or her property while this divorce is pending. They are acting in good faith and in reliance on this Marital Settlement Agreement. If this agreement is rejected by either party prior to final hearing, or is not approved by the court in making any property division or other order, the court should give substantial weight to any detrimental reliance by either or both parties on this agreement. This means the court shall consider the fact that one or both parties has suffered loss due to reliance on the document.

**21. 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. If the court does not grant a judgment that includes this agreement, the provisions of this entire agreement shall be void and of no legal force and effect unless expressly indicated to the contrary in a specific paragraph of this agreement.

**22. WISCONSIN AS FORUM**

The forum for all disputes shall be the State of Wisconsin unless the parties otherwise agree in writing.

**23. OTHER PROVISIONS [If there are no additional provisions, check this box  NONE.**

*[If there is not enough room in this section, add an additional page marked "Page 9A" - BOTH parties must **SIGN** the additional page.]*

\_\_\_\_\_  
Petitioner

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

\_\_\_\_\_  
Respondent

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