Marital Settlement Agreement for Florida
ProDoc®
Marital Settlement Agreement (MSA)

Contents

Section I  Executive Summary
Section II  MSA Blank Forms
            Document Language
Section III MSA and ProDoc
            Using the Marital Settlement Agreement
Section I

Executive Summary
In a matter of just a few minutes, you can generate a simple agreement, or a complex agreement with detailed provisions, resolving some or all issues in an action for dissolution with this Florida-specific Marital Settlement Agreement.

**PARENTAL RESPONSIBILITY**

- Address shared responsibility, sole responsibility, or rotating custody issues.
- Describe general areas of parental responsibility, and designate specific rights of each parent, and/or the exclusive or ultimate rights of one parent.
- Provide for “split custody” arrangements.

**PARENTING SCHEDULE**

- Select the time-saving standard schedule to make generating a schedule a snap.
- Rapidly create a comprehensive and detailed schedule unique to your fact situation, with any combination of weekends, summer vacation, holidays, and Jewish holidays.
- Select from the available local circuit court parenting schedules.

**CHILD SUPPORT HEALTH CARE EXPENSES**

- Provisions for child support, agreement for expense-sharing, support for disabled children, payment arrangements for arrearage, life insurance, and name child as beneficiary in will.
- Health care provisions include group coverage and/or private policy of health and dental insurance, uncovered health care expenses, and terms relating to military dependents.

**OTHER CHILDREN’S ISSUES**

- Provisions pertaining to relocation of a parent, children’s surname, responsibility for college expenses, children’s property, and other issues.

**HOME, REAL ESTATE, AND MORTGAGES**

- Award real property to a party, or provide for an immediate sale or a future sale (such as when children become emancipated), and divide the proceeds between the parties or pay specified debts.

**DIVISION OF ASSETS AND LIABILITIES**

- Provide for a simple award of personal effects.
- Generate detailed lists of assets and liabilities.
- With ProDoc’s Family Law PowerPack, including the Financial Affidavit program and the Equitable Distribution System, you can enter all property information in a user-friendly format, experiment with different division scenarios, and then assemble the MSA, with or without an associated judgment, directly from the program.
- Other provisions can include:
  - Division of retirement benefits (including military).
  - Sale of specific assets (to pay specific debts and/or divide proceeds).
  - Divide items in kind.
  - Equalizing payment.
  - Family pets.

**ALIMONY**

- State that no alimony shall be paid, or
- Provide for permanent, rehabilitative, bridge-the-gap, temporary, or lump sum alimony, alimony in the form
of specific property or assets, or monthly maintenance alimony (such as mortgage, rent, utilities, health insurance).

OTHER ISSUES AND PROVISIONS

- Choose standard tax clauses, or address detailed tax issues if your situation calls for it (such as tax liability, refunds, and dependency exemptions).
- Provide for court costs and attorney’s fees.
- Numerous other useful provisions are inserted (when appropriate, through ProDoc’s “artificial intelligence”), for example:
  - Division of retirement benefits (including military).
  - Full and complete disclosure, non-dischargeability in bankruptcy, mutual release, mediation, confidentiality, reconciliation, severability, and enforcement.
- If there are outstanding issues to be resolved by the Court, you can also insert provisions to reflect the parties’ inability to agree for each such issue.
Section II

MSA Blank Forms

Document Language
Table of Contents

**Article I**
Parental Responsibility .................................................. 1

**Article II**
Parenting Schedule And Visitation* ........................................... 6

**Article III**
Recognition of Children’s Rights ............................................. 6

**Article IV**
General Provisions Relating to the Children .............................. 7

**Article V**
Child Support And/Or Insurance ............................................. 8

**Article VI**
Post-Secondary Education .................................................. 12

**Article VII**
Property of Children .................................................................. 13

**Article VIII**
Real Estate ............................................................................. 13

**Article IX**
Retirement ................................................................................ 17

**Article X**
Division of [Other] Assets and Liabilities ................................. 19

**Article XI**
Alimony .................................................................................. 22

**Article XII**
Tax Issues .............................................................................. 26

**Article XIII**
Court Costs and Attorney’s Fees ............................................. 29

**Article XIV**
Confidentiality .......................................................................... 29

**Article XV**
General Provisions .................................................................... 29

* Exhibit “A”
Parenting Schedule ............................................................. 31
General terms and conditions .................................................. 40
Items in parentheses with bold language indicate language inserted by the program or entered by you. For example, “(selected party)” or “(selected parent)” indicates that “Husband/Wife” or “Father/Mother” will be inserted, based on your selection. “(date of marriage)” means that you will type in the date of the marriage.

Bracketed items which are not in bold indicate optional language that will appear in the document based on your selections. For example, in the opening paragraph, “[are sworn and]” means this language will be inserted if you have indicated the document will be sworn to by the parties.

Items that are italicized and in bold (such as “[with children]” or “OR”) will not appear in an assembled document, and are provided as an aid to inform you of possible options.

Article and paragraph numbers are provided for purposes of illustration only, and do not necessarily correspond to the the numbers that will result in an actual assembled document.

If you are assembling an MSA without children, the non-child provisions begin with Article VIII, “Real Estate,” starting on page 13.
MARITAL SETTLEMENT AGREEMENT

This agreement is made in connection with an action for dissolution [to be filed] between (name of Husband), referred to as “Husband” [and “Father”] herein, and (name of Wife), referred to as “Wife” [and “Mother”] herein, who [are sworn and] agree as follows:

WHEREAS, the parties hereto were married to each other on or about (date of marriage), in (location of marriage).

[With children:

WHEREAS, the following child[ren] involved in this action [has/have] been born to or adopted by the parties:

(names / birth dates)

No other children were adopted, and none are expected:]

[Without children:

WHEREAS, there are <no children born to or adopted by the parties involved in this action OR no children of the parties under the age of 18 or otherwise entitled to support>, and none are expected:]

WHEREAS, (name) [has filed a petition for dissolution of marriage in the above case / expects to file a petition for dissolution of marriage], and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding [property and liabilities / property, liabilities, and child(ren)];

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, [and in the best interest of the child(ren)];

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

ARTICLE I
PARENTAL RESPONSIBILITY

[IF SHARED PARENTAL RESPONSIBILITY OR ROTATING CUSTODY:]

1.1 Each party recognizes the deep love, devotion, and dedication of the other to the child[ren]. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the child[ren]. The parties agree to use their best efforts to
ARTICLE I  PARENTAL RESPONSIBILITY

cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised
to frustrate or control the other parent.

[ 1.2 Father and Mother shall have shared parental responsibility and shall retain full parental rights
and responsibilities with respect to the child(ren).

1.3 [If there is a designated primary parent:] The primary physical residence of the child(ren) shall be in the home of (selected parent), <and the secondary physical residence of the child(ren) shall be in
the home of (other parent).>]

OR

[ 1.2 Father and Mother shall have rotating custody and shall retain full parental rights and responsi-
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(g) the right to consult with a physician, dentist, psychiatrist, psychologist, or other health care provider of the child[ren];

(h) the right to consent for the child[ren] to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the child[ren];

(i) the duty of care, control, protection, and reasonable discipline of the child[ren];

(j) the right to manage the estate of the child[ren] to the extent the estate was created by that parent or the parent's family;

(k) the right to make decisions of substantial legal significance concerning the child[ren];

[l] other rights or duties common to both parents entered by you.

[The ultimate rights and duties to be exclusively exercised by one parent listed below are optional; you can omit them altogether, or choose one or any combination of the following:]

1.6 The specific rights and/or duties to be exercised exclusively by (primary parent), and regarding which (primary parent) has ultimate decision-making responsibility in the event that both parents cannot make an agreed decision after consulting with each other, are as follows:

(a) the right to make decisions concerning the child[ren]'s education;

(b) the right to consent to medical, dental, and surgical treatment involving invasive procedures;

(c) the right to consent for the child[ren] to medical and dental care not involving an invasive procedure;

(d) the right to consent to psychiatric and psychological evaluation or treatment of the child[ren];

(e) the right to direct the moral and religious training of the child[ren];

(f) the right to receive and give receipt for periodic payments for the support of the child[ren] and to hold or disburse these funds for the benefit of the child[ren];

(g) the right to the services and earnings of the child[ren];

(h) the duty to manage the estate of the child[ren] to the extent the estate has been created by the joint or marital property of the parents;

(i) the right to represent the child[ren] in legal action;

[j] other rights or duties common to both parents entered by you]

[IF SOLE PARENTAL RESPONSIBILITY:]

1.1 (parent with sole responsibility) shall have sole parental responsibility, subject to the right of visitation with (other parent) as set forth herein or provided by the Court, if any.

1.2 (parent with sole responsibility) shall have decision-making responsibility regarding the fol-
 ARTICLE I  ...  PARENTAL RESPONSIBILITY

[You can choose one or any combination of the following areas of responsibility:]
(a) education; (b) camp and extracurricular activities; (c) college, vocational or other post-secondary education; (d) medical, dental and surgical treatment; (e) psychological or psychiatric evaluation or treatment; (f) discipline; (g) moral and religious training; (h) child[ren]'s estate, services and earnings; [and] (i) [other area of decision-making responsibility entered by you].

[The specific rights and duties possessed by the parent with sole responsibility are optional; you can omit them altogether, or choose one or any combination of the following:]

1.3 Specifically, (parent with sole responsibility) shall have the duties and any exclusive rights incident to sole parental responsibility, including but not limited to:

(a) the right to receive information from the other parent concerning the health, education, and welfare of the child[ren];

(b) the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the child[ren];

(c) the right to make decisions concerning the child[ren]'s education;

(d) the right to consult with school officials concerning the child[ren]'s welfare and educational status, including school activities;

(e) the right to attend school activities;

(f) the right to be designated on the child[ren]'s records as a person to be notified in case of an emergency;

(g) the right to consent to medical, dental, and surgical treatment involving invasive procedures;

(h) the right to consent for the child[ren] to medical and dental care not involving an invasive procedure;

(i) the right to consent to psychiatric and psychological evaluation or treatment of the child[ren];

(j) the right of access to medical, dental, psychiatric, psychological, and educational records of the child[ren];

(k) the right to consult with a physician, dentist, psychiatrist, psychologist, or other health care provider of the child[ren];

(l) the duty of care, control, protection, and reasonable discipline of the child[ren];

(m) the right to direct the moral and religious training of the child[ren];

(n) the right to receive and give receipt for periodic payments for the support of the child[ren] and to hold or disburse these funds for the benefit of the child[ren];

(o) the right to the services and earnings of the child[ren];

(p) the right to manage the estate of the child[ren];
(q) the right to represent the child[ren] in legal action;

(r) the right to make decisions of substantial legal significance concerning the child[ren];

[and]

(s) [other rights or duties of parent with sole responsibility entered by you].

[The specific rights and duties possessed by the secondary or non-custodial parent are optional; you can omit them altogether, or choose one or any combination of the following:]

1.4 (other parent) will have the following rights and/or duties:

(a) the right to receive information from the other parent concerning the health, education, and welfare of the child[ren];

(b) the duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the child[ren];

(c) the right to consult with school officials concerning the child[ren]’s welfare and educational status, including school activities;

(d) the right to attend school activities;

(e) the right to be designated on the child[ren]’s records as a person to be notified in case of an emergency;

(f) the right of access to medical, dental, psychiatric psychological, and educational records of the child[ren];

(g) the right to consult with a physician, dentist, psychiatrist, psychologist, or other health care provider of the child[ren];

(h) the right to consent for the child[ren] to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the child[ren];

(i) the duty of care, control, protection, and reasonable discipline of the child[ren] while exercising visitation with the child[ren];

(j) the right to manage the estate of the child[ren] to the extent the estate was created by that parent or the parent’s family; [and]

(k) [other rights or duties of other parent entered by you].

[IF UNABLE TO AGREE:]

1.1 The parties are unable to agree on issues regarding parental responsibility and desire that such issues be determined by the Court.
ARTICLE II
PARENTING SCHEDULE AND VISITATION

[IF AGREED:]

2.1 By Mutual Agreement. The parties agree that it is in the best interest of the child[ren] that both parties shall have frequent and continuing contact with the child[ren], and the parties shall have visitation with the child[ren] at times mutually agreed to in advance by the parties. In the absence of mutual agreement, the parents shall have visitation with the child[ren] under the Parenting Schedule [set forth hereinafter] OR [attached to this Agreement as Exhibit “A,” which is incorporated by reference as if set out in full]. The parties understand that they are free to vary the times or days stated in the Parenting Schedule if they both agree.

[Note: If you have a Parenting Schedule, you have the option of generating the schedule (a) as an Exhibit, or (b) within the body of the Agreement. For the purposes of illustration, the schedule is shown here attached as an Exhibit; please see Exhibit A to this Agreement (pp. 30) to see the available options.]

[IF VISITATION TO BE SUPERVISED:]

2.1 Supervised Visitation. Until further order of the Court, the parties agree that all visitation with the child[ren] shall be supervised by (person to supervise) (or such other person agreed to by the parties), and shall take place as follows: (terms of supervised visitation).

[IF NO VISITATION:]

2.1 No Visitation. The parties agree that it is in the best interest of the child[ren] that there be no visitation in favor of (parent).

[IF UNABLE TO AGREE:]

2.1 The parties are unable to agree on issues regarding a parenting schedule and/or visitation, and desire that such issues be determined by the Court.

[The child’s rights listed below are optional; you can include them if desired, or omit:]

ARTICLE III
RECOGNITION OF CHILDREN’S RIGHTS

3.1 [The/Each] child has the right to have two parents and to love each without fear of anger or hurt from the other.

3.2 [The/Each] child has the right to develop an independent and meaningful relationship with each parent and to respect the personal differences of each parent and each home.

3.3 [The/Each] child has the right to be free from being present during the parent’s personal battles or being used as a spy, messenger, or bargaining chip.

3.4 [The/Each] child has the right to enjoy the mother’s family and the father’s family, to see each of the families as being different from each other, and not to have these differences referred to as “better” or “worse.”

3.5 [The/Each] child has the right not to be questioned about the other parent’s private life.
ARTICLE IV  ... GENERAL PROVISIONS RELATING TO THE CHILDREN

3.6 [The/Each] child has the right not to hear parents speak ill of each other, nor to have to hear about the difficulties with the other parent.

3.7 [The/Each] child has the right to see his or her parents being courteous to and respectful of each other.

3.8 [The/Each] child has the right to develop and maintain age-appropriate activities and friends without fear of losing time with a parent.

3.9 [The/Each] child has the right to his or her roots, which include grandparents, uncles, aunts, and cousins.

3.10 [The/Each] child has the right to be a child: to be free from parents’ guilt and not to assume adult or parent roles.

[The following general provisions regarding the child are optional:]

ARTICLE IV  GENERAL PROVISIONS RELATING TO THE CHILDREN

4.1 Relocation of Children. It is acknowledged that in the event that a Primary Residential Parent seeks to relocate the principal residence of any child subject to this order more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to visitation, or (b) serving a Notice of Intent to Relocate signed under oath and penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to visitation, 30 days to object to the relocation and to request a determination by the Court.

IF A PRIMARY RESIDENTIAL PARENT ATTEMPTS TO RELOCATE THE PRINCIPAL RESIDENCE OF ANY CHILD AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE NOTICE OF INTENT TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF ANY CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OF THE RESIDENCE, CUSTODY OR VISITATION RELATING TO ANY CHILD.

4.2 Notice by Parent of Relocation. Either parent must give prior written notice at least thirty (30) days before the day that he or she is to relocate or change residence (regardless of whether the residence of [the/any] child will change). Such notice must be made to the other parent by certified mail, return receipt requested, and must include the new address.

4.3 Removal of Child. Neither party may remove [the/any] child outside the state of Florida for a period of more than (number) consecutive days without the prior written permission of the other parent. Neither parent shall remove [the/any] child from the custody of the other parent or any child care provider or other person entrusted by the other parent with the care of [the/any] child without the agreement of the other party during the other party’s time of parental responsibility or visitation.

4.4 Notification of Medical Emergency. Each party shall inform the other party within twenty-four hours of any illness, accident, or medical condition of [the/any] child that involves surgical intervention or hospitalization. Each parent may have reasonable and immediate access to [the/any] child in such an event, regardless of custody arrangements or terms of a parenting schedule.

4.5 Surname of Child. The child[ren] shall continue to use the surname of (surname), which shall not be changed without the written agreement of both parties.
ARTICLE V  ...  CHILD SUPPORT AND INSURANCE

4.6  No Disparagement of Other Parent. No parent shall make disparaging comments about the other parent to [the/any] child or while in the presence of [the/any] child, nor allow any other person to do so.

4.7  Child Care Arrangements. In the event a parent requires child care, the parent will first check with the other parent to determine if the other parent is available to care for the child[ren].

4.8  Child Supervision. No parent shall leave a child under the age of fourteen (14) years unattended or alone for any period of time without adult supervision or other responsible child care.

ARTICLE V  CHILD SUPPORT AND/OR INSURANCE

[IF UNABLE TO AGREE]

5.1  The parties are unable to agree on issues regarding child support, and desire that such issues be determined by the Court.

5.1  (paying party) shall pay child support for the children [who are not disabled] to (receiving party) in the amount of $(amount) per month, to be paid [monthly, with the first installment of $(amount) due and payable on (date), and a like payment due and payable on the (day) of each month thereafter] OR [in semi-monthly installments with the first installment of $(installment amount) due and payable on the (day), and a like payment due and payable on the (day) and (day) of each month thereafter] OR [in biweekly installments with the first installment of $(installment amount) due and payable on the (date), and a like payment due and payable on (specified weekday) every two weeks thereafter] OR [in weekly installments with the first installment of $(installment amount) due and payable on the (date), and a like payment due and payable on (specified weekday) of each and every week thereafter] OR [in accordance with (paying party)’s payroll cycle, and in any event at least once a month]. (paying party) shall continue payment of child support in such manner until modified by court order, or until the date of the earliest occurrence of one of the following events:

[(a) the youngest child [who is not disabled] reaches the age of 18 years, or if the child is between the ages of 18 and 19, a dependent in fact and still in high school performing in good faith with a reasonable expectation of graduation before the age of 19, the court may modify this order to extend support until the child graduates from high school or attains the age of 19 years, whichever comes first; or.]

(b) [the/any] child becomes emancipated;

(c) [the/any] child marries;

(d) [the/any] child dies;

(e) [the/any] child enters military service; or

(f) [the/any] child leaves the household or otherwise becomes self-supporting.
ARTICLE V  ...  CHILD SUPPORT AND INSURANCE

5.2 Thereafter, (paying party) shall pay to (receiving party) child support in the amount of $(amount) per month beginning in the first month immediately following the occurrence of one of the events specified above, and a like payment of $(amount) each month thereafter, until the next occurrence of one of the above-specified events.

[With multiple children, OPTION 2, amount stays same until youngest emancipated:]

(a) the youngest child [who is not disabled] reaches the age of 18 years, or if the child is between the ages of 18 and 19, a dependent in fact and still in high school performing in good faith with a reasonable expectation of graduation before the age of 19, the court may modify this order to extend support until the child graduates from high school or attains the age of 19 years, whichever comes first; or

(b) such child becomes emancipated.

5.3 [OTHER FORM OF CHILD SUPPORT:] (paying party) shall pay child support to (receiving party) as follows: (alternative form of child support specified by you).

[ARRANGEMENT REGARDING SPECIFIC CHILD-RELATED EXPENSES:]

5.4 [(Child-Related Expenses)] means (definition supplied by you).

5.5 [(Child-Related Expenses) shall be divided by the parties as follows: [Husband shall pay fifty percent (50%) and Wife shall pay fifty percent (50%)]. [A party who pays for such an expense shall submit to the other party documentation of the same within fifteen (15) days of paying; within fifteen (15) days after the nonpaying party receives such notification, that party shall pay his or her share of the expense.] OR [(Child-Related Expenses) shall be the exclusive responsibility of (selected parent)] OR [(custom payment specified by you).] OR [The parties are unable to agree on issues regarding (Child-Related Expenses), and desire that such issues be determined by the Court.]

[WITH CURRENTLY DISABLED CHILD(REN):]

5.6 The parties agree that (names of disabled children) require[s] significant care and/or personal supervision because of a mental or physical disability and will not be capable of self-support. Therefore, [in addition to the monthly child support provided above and] commencing (on date certain or when above monthly support obligation for other children terminates), (paying party) shall pay to (receiving party) the amount of $(amount) per month as support for (names of disabled children). Such payments shall continue thereafter without regard to age or marital status, until further order of the Court.

[ARREARAGE:]

5.7 There currently is a child support arrearage of $(amount of arrearage) including statutory interest. Said child support arrearage shall be paid [in a lump sum amount of $(amount) including statutory interest through the date of payment, and shall be paid on or before (date). <After reduction for the lump sum payment, the remaining balance of the arrearage shall be paid>] [in the amount of $(amount) to be paid [monthly / twice a month / every two weeks / weekly / in accordance with Obligor’s payroll cycle, and in any event at least once a month] beginning (date), until paid in full including statutory interest.] OR [The parties are unable to agree on issues regarding the child support arrearage, and desire that such issues be determined by the Court.]

[The general provisions regarding child support listed below are optional; you can omit them altogether, or choose one or any combination of the following:]

5.8 Deviation from Child Support Guidelines. The parties understand and acknowledge that the above described child support is a deviation from the guidelines, but they request that the Court approve the same.
5.9  **[If payment made through depository:]** Manner of Payment. The parties agree that payments or child support shall be [made by income deduction order and] paid to the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500, for disbursement to (receiving party). (paying party) shall be responsible for all fees charged in connection therewith.

5.9  **[If payment made directly to recipient:]** Payment Made Directly. The parties agree that payments shall not be made through a central governmental depository but directly by (paying party) to (receiving party), and that this is in the child[ren]'s best interest. Additionally, by this written agreement, (paying party) is required to advise (receiving party) of any change of information relating to (paying party) including name, address, and employment information. Payments shall be made by check or by money order, and both parties shall each keep their own records of all payments due and all payments made. In the event of any default in payment of such support, either party may immediately initiate payment of child support through a governmental depository and/or income deduction order.

5.10 Future Disability of Child. If any child of this marriage [other than (names of disabled children)] has, receives or is diagnosed with a mental or physical disability and is not capable of providing for his or her own support, payments for the support of such child shall continue without regard to age or marital status, until the child is no longer subject to such disability.

5.11 Obligation Survives Death. It is agreed that the provisions for child support in this decree shall be an obligation of the estate of (paying party) and shall not terminate on the death of (paying party).

5.12 Life Insurance. It is agreed that, as long as (paying party) is legally obligated to pay child support, (paying party) will contract for and keep in full force and effect a life insurance policy with a face value of $ (amount), with (receiving party), as trustee for the child[ren], designated as irrevocable beneficiary. Within thirty (30) days after the insurance policy has been obtained, (paying party) will provide to (receiving party) the name and address of the insurance company, the policy number, and a copy of the insurance policy.

5.13 Child Named Beneficiary of Estate. (paying party) agrees that in [his/her] Will, [the/each] child will be designated as a beneficiary of the estate in the amount of at least $ (amount) [for each child] if available after payment of just personal debts and expenses, and any personal representative is directed to pay such amount. In the event that such lump sum is not available, [the/each] child shall be entitled to receive (percentage)% of (paying party)'s estate after payment of just personal debts and expenses.

5.14  **[other provision(s) specified by you]**

**[HEALTH INSURANCE AND EXPENSES:]**

**[Group health insurance:]**

5.15 For as long as either party has a legal duty to support [the/any] child who is [the/a] subject of this agreement, or until further order of the court, (selected parent) shall provide health insurance that includes coverage for [the/each] child through group insurance reasonably available to (selected parent), and (other parent) shall reimburse (selected parent) for the costs of the premiums for such health insurance coverage on or before (number) days after (selected parent) has paid the same. OR [Group health insurance coverage will be provided as follows: Husband shall pay fifty percent (50%), and Wife shall pay fifty percent (50%)] OR [Group health insurance is not reasonably available at this time.] OR [The parties are unable to agree on issues regarding health insurance, and desire that the same be determined by the Court.]

**[Private health insurance (optional), as supplemental or in lieu of group:]**

5.16 [For as long as either party has a legal duty to support [the/any] child who is [the/a] subject of this agreement, or until further order of the court, (selected parent) shall provide [supplemental] private
health insurance that includes coverage for [the/each] child, and (selected parent) shall be solely responsible for obtaining such coverage and for payment of the same. OR <the parties shall provide [supplemental] private health insurance that includes coverage for [the/each] child, and the expenses of such insurance shall be divided as follows: Husband shall pay fifty percent (50%), and Wife shall pay fifty percent (50%)>.

[Group dental insurance:]

5.17 For as long as either party has a legal duty to support [the/any] child who is [the/a] subject of this agreement, or until further order of the court, (selected parent) shall provide dental insurance that includes coverage for [the/each] child through group insurance reasonably available to (selected parent), and <(selected parent) shall pay the premiums for such dental insurance> OR <(other parent) shall reimburse (selected parent) for the costs of the premiums for such dental insurance coverage on or before (number) days after (selected parent) has paid the same> OR <the cost of such group dental insurance shall be divided by the parties as follows: Husband shall pay fifty percent (50%), and Wife shall pay fifty percent (50%)>.

5.18 [For as long as either party has a legal duty to support [the/any] child who is [the/a] subject of this agreement, or until further order of the court, (selected parent) shall provide [supplemental] private dental insurance that includes coverage for [the/each] child, and (selected parent) shall be solely responsible for obtaining such coverage and for payment of the same. OR <the parties shall provide [supplemental] private dental insurance that includes coverage for [the/each] child, and the expenses of such insurance shall be divided as follows: Husband shall pay fifty percent (50%), and Wife shall pay fifty percent (50%)>.

5.19 For as long as either party has a legal duty to support [the/any] child who is [the/a] subject of this agreement, or until further order of the court, it is agreed [(selected parent) / both parties] shall keep and maintain in current status and deliver to (other parent) the identification card[s] and any other forms necessary for the child[ren] to be provided health care through all facilities available to the child[ren] as dependent[s] of a United States Armed Forces member, and [(selected parent) / both parties] shall provide to the other party all verified applications for renewal of the dependent identification card[s] at least thirty days before the expiration date of the identification card[s].

5.20 Each party shall cooperate with the other in the procurement of [health and/or dental] insurance and the filing of claims. The party providing an insurance policy covering [the/any] child hereunder shall [(a) submit all forms required by the insurance company for payment or reimbursement of dental or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Agreement is signed by both parties: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has dental or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in coverage) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

5.21 "Uncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf
of the child[ren], including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments.

5.22  [Uncovered Health Care Expenses shall be divided by the parties as follows: Husband shall pay fifty percent (50%), and Wife shall pay fifty percent (50%). A party who pays for an Uncovered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or receipt of notice. Within (number) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.]  OR  [Uncovered Health Care Expenses shall be the exclusive responsibility of (selected parent). If (other parent) pays for an Uncovered Health Care Expense or receives notice for payment of such an expense, (other parent) shall submit proof of payment or notice to (selected parent) within fifteen (15) days thereof. Within fifteen (15) days after (selected parent) receives such notification, (selected parent) shall reimburse (other parent) for such expense or pay the billing party directly, as applicable.]  OR  [The parties are unable to agree on issues regarding health and dental expenses not covered by insurance, and desire that such issues be determined by the Court.]

5.23  [optional:] Responsibility of any party for payment of [health insurance, dental insurance and/or uncovered health care expenses] shall be considered child support for purposes of enforcement.

ARTICLE VI  POST-SECONDARY EDUCATION

6.1  “Post-Secondary Education Expenses” means all reasonable education expenses incurred with a college or university, or a technical, vocational, or business school, including reasonable tuition, activities fees, laboratory fees, books, room and board, health insurance and related uninsured health care expenses, college fraternity or sorority dues and expenses, and other ordinary and reasonable expenses related to such education. The amount of “reasonable tuition” should be comparable to a college or university, or a technical, vocational, or business school that is a public institution in a state where the child qualifies for resident tuition.

6.2  [The parties shall equally share all of the Post-Secondary Education Expenses of the child[ren], subject to the conditions below.]  OR  [Father shall pay (percentage)% <and/or Mother shall pay (percentage)%> of the Post-Secondary Education Expenses of the child[ren], subject to the conditions below.]  or  [Father shall pay at least $ (amount) per year <and/or Mother shall pay at least $ (amount) per year> for the Post-Secondary Education Expenses of the child[ren], subject to the conditions below.]  OR  [(other provisions for payment of college expenses).]

6.3  The conditions for payment of such expenses [for each child] are as follows:

(a)  [The parties/Father/Mother] shall participate with the child in the selection of the institution and the application process.

(b)  The child must enter such an institution within one year after graduating from high school or preparatory school.

(c)  The child must be a full-time student at such institution.

(d)  The child must be progressing toward a degree or diploma at a reasonable, usual and customary pace.

(e)  The child must maintain at least a “C” or equivalent grade point average toward the completion of either a college bachelor’s degree or a technical, vocational, or business school diploma.

(f)  The grades of the child must be reported to [the parties/Father/Mother] within ten days after they are received.
(g) The parties/Father/Mother shall have the right to contact the school at any time to obtain information pertaining to the child, including but not limited to grades, academic standing and disciplinary actions.

(h) The child is unmarried.

(i) No payment shall be required for such expenses more than (number) years after the child enrolls at a college or university or (number) years after the child enrolls at a technical, vocational, or business school.

(j) No payment shall be required for such expenses after the child turns (specified age).

6.4 [This obligation may be enforced by the child.] OR [This obligation may not be enforced by the child[ren], and said agreement regarding Post-Secondary Education Expenses shall not be construed to create any such third party beneficiary.]

ARTICLE VII
PROPERTY OF CHILDREN

7.1 The following item[s] is/are the property of (name of child), and is/are not included in the division of the marital assets of the parties:

(item(s) of property belonging to child)

ARTICLE VIII
REAL ESTATE

The (short name of home)

8.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the “(short name of home)” [located at (address)] [and more specifically described as follows:

(property description)]

[IF UNABLE TO AGREE:]

8.2 The parties are unable to agree regarding the disposition of the (home), and desire that the same be determined by the Court.

[IF ENTIRELY AWARDED TO ONE PARTY:]

8.2 The (home) shall be the property of (party receiving home), and (other party) hereby waives and releases any and all claim or interest in said property. [(other party) shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to (party receiving home).] [(other party) hereby assigns to (party receiving home) any and all of [his/her] interest in any escrow accounts, homeowner’s insurance policies, and/or utility deposits in connection with the (home).] [(party receiving home) shall pay all taxes and insurance on the (home) as of (date).] [(party receiving home) shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the (home), including items such as mortgage interest and real estate taxes for the tax year in which this Agreement is executed, and every year thereafter.]
ARTICLE VIII  ... REAL ESTATE

8.3  There is a [first/second/etc.] mortgage owing to (creditor) secured by said property, with a current balance of approximately $(amount).  [As of (date), (party receiving home) shall assume said mortgage, and shall indemnify and hold (other party) and [his/her] property harmless from any failure to pay the same.]  OR  [(other party) shall pay said mortgage as alimony, as more particularly described hereinbelow.]  OR  [alternative provision regarding mortgage.]  OR  [The parties are unable to agree regarding the liability for said mortgage, and desire that such issues therefore be determined by the Court.]

[IF HOME WILL BE SOLD IMMEDIATELY OR IN THE FUTURE:]

8.2  The (home) shall be sold at fair market value [upon the execution of this Agreement or as soon thereafter as practicable, subject to the provisions of sale set forth below / as provided below].

[immediate sale:]

8.3  [(selected party) OR Neither party] shall be entitled to exclusive possession and use of the (home) until sold.

[sell in future, WITH children:]

8.3  (party with possession of home) shall be entitled to exclusive possession and use of the (home) until (specified period of time, e.g., 60 days) after the earliest of the events described below, or until the closing date of the sale of the property, whichever is sooner. The property shall be listed for sale immediately after the earliest of the following events.

(a)  when the obligation to pay child support has ceased;

(b)  when (party with possession of home) remarries; or

(c)  upon the death of (party with possession of home).

[sell in future, WITHOUT children:]

8.3  The property shall be listed for sale immediately after (date or event specified by you).  (selected party) shall be entitled to exclusive possession and use of the (home) until (specified period of time, e.g., 60 days) after such event, or until the closing date of the sale of the property, whichever is sooner.

8.4  [The parties shall attempt to sell the property without a listing with a broker or salesperson licensed by the Florida Real Estate Commission.]  OR  [The parties shall list the property with a broker or salesperson licensed by the Florida Real Estate Commission, who has an office in the county where the property is located or in a county contiguous thereto.]

8.5  The property shall be sold for a price and/or under terms that are mutually agreeable to Husband and Wife.  [In the event that the parties fail to agree on a price or terms of a sale, (custom provision to resolve disagreement).]

8.6  There is a [first/second/etc.] mortgage owing to (creditor) secured by said property, with a current balance of approximately $(amount).  [As of (date), (selected party) shall assume said mortgage, and shall indemnify and hold (other party) and (his/her) property harmless from any failure to pay the same.]  OR  [(other party) shall pay said mortgage as alimony, as more particularly described hereinbelow.]  OR  [As of (date), the liability on said mortgage shall be divided between the parties as follows until said property has been sold:  Husband, (percentage)%; Wife, (percentage)%.]  OR  [custom provision for payment].]
ARTICLE VIII  ... REAL ESTATE

8.7  [Until the property has been sold, (selected party) shall be solely responsible for payment of the property taxes and insurance on the (home).]  OR  [Until the property has been sold, the liability for property taxes and insurance on the (home) shall be divided as follows: Husband, (percentage)%; Wife, (percentage)%.

8.8  [All maintenance and repairs necessary to keep the property in its present condition shall be the sole responsibility of (selected party).]  OR  [The costs of maintenance and repairs necessary to keep the property in its present condition shall be divided as follows: Husband, (percentage)%; Wife, (percentage)%.]  OR  [The costs of maintenance and repairs necessary to keep the property in its present condition equal to or less than $ (amount) shall be borne by (selected party). The costs of maintenance and repairs in excess of $ (amount) shall be divided as follows: Husband, (percentage)%; Wife, (percentage)%.

8.9  The “net sales proceeds” are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage indebtedness on the property, if any.

8.10  [(selected party) shall receive all of the net sales proceeds from the (home).]  OR  [(The net sales proceeds from the (home) shall be divided as follows: Husband shall receive (percentage)% of the net sales proceeds, and Wife shall receive (percentage)% of the net sales proceeds]  OR  [(The net sales proceeds from the (home) shall be used to pay the following debt: (debt to be paid). Any proceeds remaining after payment of such debt shall be divided as follows: Husband shall receive (percentage)%, and Wife shall receive (percentage)%)]  OR  [custom provision for distribution of proceeds].]

[OTHER DISPOSITION:]

8.2  [custom provision for disposition of home]

[OTHER REAL PROPERTY:]
The (short name of property)

8.11  There exists certain real property in which one or both parties may claim an interest, herein referred to as the “(short name of property)” [located at (address)] [and more specifically described as follows: (property description)].

[IF UNABLE TO AGREE:]

8.12  The parties are unable to agree regarding the disposition of the (property), and desire that the same be determined by the Court.

[IF ENTIRELY AWARDED TO ONE PARTY:]

8.13  The (property) shall be the property of (party receiving property), and (other party) hereby waives and releases any and all claim or interest in said property. [(other party) shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to (party receiving property).]  [(other party) hereby assigns to (party receiving property) any and all of (his/her) interest in any escrow accounts, insurance policies, and/or utility deposits in connection with the (property).]  [(party receiving property) shall pay all taxes and insurance on the (property) as of (date).]  [(party receiving property) shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the (property), for the tax year in which this Agreement is executed and every year thereafter.]

[IF PROPERTY WILL BE SOLD IMMEDIATELY OR IN THE FUTURE:]

ProDoc Marital Settlement Agreement 15
ARTICLE VIII  ... REAL ESTATE

8.13 The (property) shall be listed for sale and sold at fair market value [upon the execution of this Agreement or as soon thereafter as practicable, subject to the provisions of sale set forth below] OR [as soon as practicable (after or upon event or date specified by you).]

8.14 [(selected party) shall be entitled to exclusive possession and use of the (property) until sold.] OR [(Neither party shall be entitled to exclusive possession and use of the (property) for any purpose until sold.]

8.15 [The parties shall attempt to sell the property without a listing with a broker or salesperson licensed by the Florida Real Estate Commission.] OR [The parties shall list the property with a broker or salesperson licensed by the Florida Real Estate Commission, who has an office in the county where the property is located or in a county contiguous thereto.]

8.16 The property shall be sold for a price and/or under terms that are mutually agreeable to Husband and Wife. [In the event that the parties fail to agree on a price or terms of a sale, (custom provision to resolve disagreement).]

8.17 Until the property has been sold, [(selected party) shall be solely responsible for payment of the property taxes and insurance on the (property).] OR [the liability for property taxes and insurance on the (property) shall be divided as follows: Husband, (percentage)%; Wife, (percentage)%].

8.18 [All maintenance and repairs necessary to keep the property in its present condition shall be the sole responsibility of (selected party).] OR [The costs of maintenance and repairs necessary to keep the property in its present condition shall be divided as follows: Husband, (percentage)%; Wife, (percentage)%]. OR [The costs of maintenance and repairs necessary to keep the property in its present condition equal to or less than $ (amount) shall be borne by (selected party). The costs of maintenance and repairs in excess of $ (amount) shall be divided as follows: Husband, (percentage)%; Wife, (percentage)%].

8.19 The “net sales proceeds” are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage indebtedness on the property, if any.

8.20 [(selected party) shall receive all of the net sales proceeds from the (property).] OR [The net sales proceeds from the (property) shall be divided as follows: Husband shall receive (percentage)% of the net sales proceeds, and Wife shall receive (percentage)% of the net sales proceeds.] OR [The net sales proceeds from the (property) shall be used to pay the following debt: (debt to be paid). Any proceeds remaining after payment of such debt shall be divided as follows: Husband shall receive (percentage)%, and Wife shall receive (percentage)%] OR [(custom provision for distribution of proceeds)].

[OTHER DISPOSITION:]

8.11 [custom provision for disposition of property]

Mortgage[s] Secured by [Other] Real Estate

8.21 There is a mortgage owing to (creditor) secured by (specified property), with a current balance of approximately $(amount). [As of (date), (selected party) shall assume said mortgage, and shall indemnify and hold (other party) and [his/her] property harmless from any failure to pay the same.] OR [alternative provision regarding mortgage.] OR [The parties are unable to agree regarding the liability for said mortgage, and desire that such issues therefore be determined by the Court.]
ARTICLE IX
RETIREMENT

[GENERAL AWARD, NO SPECIFIC DIVISION:]

9.1 Each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein.

[SPECIFIC AWARD OR DIVISION OF EACH PLAN:]

9.2 [if owner to receive entire interest:] (owner of plan) is awarded one hundred percent (100%) of [his/her] interest in the (retirement plan) arising out of [his/her] employment with (employer of owner), and (other party) hereby waives and releases any and all claim or interest therein.

9.2 [if other spouse awarded a Percentage:] [(other party) is awarded (percentage)% of the interest of (owner of plan) in the (retirement plan) arising out of (owner of plan)’s employment with (employer of owner), as of (date) [, together with (percentage)% of all increases thereof occurring thereafter, vested or otherwise].]

9.2 [if other spouse awarded a Fixed Monthly Payment:] [(other party) is awarded an interest in the (retirement plan) arising out of (owner of plan)’s employment with (employer of owner), as of (date), which will be paid at the rate of $(amount) per month.] All other interest in said plan shall remain the property of (owner of plan).

9.2 [if other spouse awarded a Lump Sum:] (other party) is awarded a lump sum interest of $(amount) from the (retirement plan) arising out of (owner of plan)’s employment with (employer of owner), effective as of (date), to bear interest at the rate of (rate)% per annum from the effective date until paid in full. Such lump sum, including any accrued interest, shall be paid to (other party) as soon as practicable after (date to be paid).

9.2 [if other spouse awarded a Specified Formula:] [(other party) is awarded an interest in the (retirement plan) arising out of (owner of plan)’s employment with (employer of owner), as of (date), according to the following formula: (formula specified by you).]

9.2 [other disposition:] [(other party) is awarded an interest in the (retirement plan) arising out of (owner of plan)’s employment with (employer of owner), as of (date), as follows: (other interest specified by you).]

9.3 (selected party) shall be responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the (retirement plan) described above.

[MILITARY RETIREMENT:]

9.2 This Court has jurisdiction over (military spouse) because [(his/her) residence (other than because of military assignment) is in the territorial jurisdiction of the court] OR [(his/her) domicile is within the territorial jurisdiction of the court] OR [(he/she) has consented to the jurisdiction of the court].
ARTICLE IX  ... RETIREMENT

9.3 (names of parties) were married on (date of marriage), and the marriage lasted for (duration of marriage). During the time of the marriage, (military spouse) served (time) of creditable service towards retirement in the United States (branch of military service).

9.4 (military spouse)’s next address is (address), and (his/her) birth date is (birth date).

9.5 (other spouse)’s, only address is (address), and (his/her) birth date is (birth date).

9.6 [The rights of (military spouse) under the Servicemembers Civil Relief Act of 2003 were fully complied with in this case.] OR [(military spouse) was retired from the United States (branch of military service) at the time of this Final Judgment.]

9.7 The following agreement is entered pursuant to the Uniformed Services Former Spouses’ Protection Act, 10 U.S.C. section 1408:

(a) It is agreed that (other spouse) is awarded and entitled to [(percentage)% of the (military spouse)’s disposable retired pay as a result of (his/her) service in the United States (branch of military service) <, plus (percentage)% of all cost-of-living or other increases in (military spouse)’s disposable retired pay, if, as, and when received. In order to ensure notice of any such cost-of-living or other increases in disposable retired pay, (military spouse) shall send a copy of every retired pay voucher to (other spouse) at the address designated by (other spouse).> OR [$ (amount) per month of the (military spouse)’s disposable retired pay as a result of (his/her) service in the United States (branch of military service).]

(b) The Secretary of the (branch of military service) or the Secretary’s designated agent shall pay to (other spouse) directly, each month, the interest specified in this agreement hereinabove from the disposable retired pay paid as a result of service in the United States (branch of military service) [and (percentage)% of all cost-of-living or other increases in (military spouse)’s disposable retired pay, on a monthly basis if, as, and when that retirement pay is due to be paid.]

(c) If such an award exceeds fifty percent (50%) of the disposable retired pay, the Secretary of the (branch of military service) or the Secretary’s designated agent shall pay to (other spouse) the maximum amount allowable under the Uniformed Services Former Spouses’ Protection Act and (military spouse) shall be liable to pay the balance of the award each month to (other spouse).

(d) The Secretary of the (branch of military service) or the Secretary’s designee shall make the payments due to (other spouse) of [his/her] interest in the disposable retired pay allocated in this agreement directly to (other spouse); provided, however, that such payments shall begin not later than [90 days after the Secretary receives effective service of the court order directing such payment] OR [the date on which the (military spouse) first becomes entitled to receive retired pay].

(e) (military spouse) shall serve as trustee for the benefit of (other spouse) to the extent of (other spouse)’s interest in (military spouse)’s disposable retired pay paid as a result of service in the United States (branch of military service), and (military spouse) shall pay to (other spouse) [his/her] interest in that pay each month as it is received by (military spouse) and in no event later than the fifth day of each month in which (military spouse) receives that retirement pay, beginning the fifth day of the first month in which the retirement pay is paid following the date the Final Judgment of dissolution is signed by the Court. This paragraph applies to the extent that the Secretary of the (branch of military service) fails to pay directly the (other spouse) [his/her] monthly entitlement as awarded in this Agreement, or any portion of that monthly entitlement.

(f) Payments by that the Secretary of the (branch of military service) notwithstanding, (military spouse)’s obligation to make payment under this Agreement shall begin [immediately on the date the Final Judgment of dissolution is signed by the Court / on the date on which the (military spouse) first becomes
eligible to receive retired pay]. (military spouse) shall be obligated to pay (other spouse)'s interest in the disposable retired pay as agreed to in this Agreement, and (military spouse) shall not be relieved of that obligation except to the extent that [he/she] is specifically notified that the Secretary of the (branch of military service) or the Secretary's designated agent has paid directly to (other spouse) 100 percent of [his/her] interest in the disposable retired pay.

(g) The payment of the disposable retired pay agreed to in this agreement to (other spouse) shall continue until the death of (military spouse) or (other spouse).

(h) If (other spouse) is not currently designated as beneficiary under (military spouse)'s Armed Services Survivor Benefit Plan, then (military spouse) shall immediately designate (other spouse) as beneficiary under said plan. The Parties further agree that at the present time (other spouse) shall continue to be named beneficiary under the Armed Services Survivor Benefit Plan and that (military spouse)'s election to provide the Survivor Benefit Plan benefits to (other spouse) shall be continued and maintained in full force and effect. (military spouse) may not provide, modify, amend, withdraw, or in any other manner alter the election to name (other spouse) beneficiary of the Armed Services Survivor Benefit Plan by (military spouse) until the death of (other spouse) or further written agreement of the parties.

(i) (military spouse) shall immediately obtain, fully complete, sign, and return all documents, papers, and forms necessary to provide or secure the Armed Services Survivor Benefit Plan benefits to (other spouse), as (military spouse)'s former spouse, and shall provide (other spouse) copies of those documents, papers, and forms within ten (10) days of completion. (military spouse) shall do any and all other acts, deeds, and things that are necessary to immediately designate (other spouse) the beneficiary of the Armed Services Survivor Benefit Plan.

[If spouse to receive health care, commissary privileges:]

(j) The Parties have been married for a period of more than twenty (20) years, during which (military spouse) was in service in the United States (branch of military service). Therefore, pursuant to the terms of 10 U.S.C. section 1071, et seq., the Parties further agree that (other spouse) is entitled to receive medical and dental care, and to commissary and post exchange privileges to the same extent and on the same basis as a surviving spouse of a retired member of the United States Armed Forces following the date the Final Judgment of dissolution is signed. (military spouse) shall cooperate as necessary, by timely taking whatever action is necessary to enable (other spouse) to retain and/or obtain these benefits on (other spouse)'s request.

[IF UNABLE TO AGREE:]

9.1 The parties are unable to agree regarding the disposition of retirement and/or other employment-related benefits, and desire that the same be determined by the Court.

ARTICLE X
DIVISION OF [OTHER] ASSETS AND LIABILITIES

[IF SOME ASSETS WILL BE DIVIDED IN-KIND:]

10.1 The following items shall be divided in-kind between the parties as soon as practicable, in the proportions specified for each party:

(list of items to be divided between the parties, with percentages [e.g., 50%] set out for each party)
ARTICLE X  ... DIVISION OF ASSETS AND LIABILITIES

[IF SOME ASSETS WILL BE SOLD:]  
10.2 The following items shall be sold as soon as practicable:  
(list of items to be sold)  

10.3 The parties shall reasonably cooperate with each other to make said item[s] available and effectuate the sale of the same. The net proceeds of the sale (defined herein as the gross sale price, less any associated debt, taxes, and reasonable costs of sale) shall be divided as follows: Husband shall receive (percentage)% of the net sales proceeds, and Wife shall receive (percentage)% of the net sales proceeds.  

[OR, if marital debt will be paid from proceeds:]  
10.3 The parties shall reasonably cooperate with each other to make said item[s] available and effectuate the sale of the same. The net proceeds of the sale (defined herein as the gross sale price, less any associated debt, taxes, and reasonable costs of sale) shall be used to pay the following debt:  
(list of liabilities to be paid)  

10.4 Any net proceeds remaining after the payment of such debt shall be divided as follows: Husband shall receive (percentage)% of the net sales proceeds, and Wife shall receive (percentage)% of the net sales proceeds.  

[IF UNABLE TO AGREE REGARDING CERTAIN ASSETS:]  
10.5 The parties are unable to agree regarding the interests of the parties in the following assets, and desire that the same be determined by the Court:  
(list of items to be determined by court)  

[IF NO SPECIFIC AWARD OF OTHER PROPERTY TO PARTIES:]  
10.1 The parties have already divided all [other] marital property in an agreeable and satisfactory manner prior to the execution of this Agreement. Each party shall have exclusive ownership in all items of property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.  

SPECIFIC AWARD OF OTHER PROPERTY TO PARTIES - you will have the option to list the items in a schedule to be attached to the agreement, or you can insert them in the body of the agreement:]  
10.1  
[if items will be listed in an attached schedule:] [Husband shall receive exclusive ownership in the items listed in the schedule attached hereto as Exhibit "B" and incorporated herein by reference for all purposes as if set forth in full, and Wife waives and releases any and all claim or interest in such items.]  OR  
[if items will be listed in the body of the agreement:] [Husband shall receive exclusive ownership in the following items, and Wife waives and releases any and all claim or interest in such items:]  

[(a) to (e) are optional:]  

(a) All sums of cash in the possession of Husband or subject to his sole control.  
(b) All household furnishings and appliances in the possession of Husband or subject to his sole control.  
(c) All clothing, jewelry and personal effects in the possession of Husband or subject to his sole control.  

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ARTICLE X  ...  DIVISION OF ASSETS AND LIABILITIES

(d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Husband’s sole name or from which Husband has the sole right to withdraw funds or which are subject to Husband’s sole control.

(e) All stocks, bonds, mutual funds, and securities in Husband’s sole name, together with any dividends, splits, and other rights and privileges in connection therewith.

(f) (specific assets to Husband)

10.2  [if items will be listed in an attached schedule:] [Wife shall receive exclusive ownership in the items listed in the schedule attached hereto as Exhibit “C” and incorporated herein by reference for all purposes as if set forth in full, and Husband waives and releases any and all claim or interest in such items.]  OR  [if items will be listed in the body of the agreement:] [Wife shall receive exclusive ownership in the following items, and Husband waives and releases any and all claim or interest in such items:

[(a) to (e) are optional:]

(a) All sums of cash in the possession of Wife or subject to her sole control.

(b) All household furnishings and appliances in the possession of Wife or subject to her sole control.

(c) All clothing, jewelry and personal effects in the possession of Wife or subject to her sole control.

(d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Wife’s sole name or from which Wife has the sole right to withdraw funds or which are subject to Wife’s sole control.

(e) All stocks, bonds, mutual funds, and securities in Wife’s sole name, together with any dividends, splits, and other rights and privileges in connection therewith.

(f) (specific assets to Wife)

10.3 Except for the items specifically conferred or addressed [as set forth hereinafore or] OR [in the schedules attached hereto or] as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

[IF UNABLE TO AGREE REGARDING CERTAIN LIABILITIES:]

10.4 The parties are unable to agree regarding the responsibilities of the parties with respect to the following debts or liabilities, and desire that the same be determined by the Court:

(list of liabilities to be determined by court)

SPECIFIC AWARD OF OTHER LIABILITIES TO PARTIES - you will have the option to list liabilities in a schedule to be attached to the agreement, or you can insert them in the body of the agreement:

10.4  [if liabilities will be listed in an attached schedule:] [Husband shall pay the debts, liabilities and obligations listed in Exhibit “D” attached hereto and incorporated herein by reference for all purposes as if set forth in full, and shall indemnify and hold Wife and her property harmless from any failure to pay the same.]  OR  [if liabilities will be listed in the body of the agreement:] [Husband shall pay the following debts, liabilities and obligations, and shall indemnify and hold Wife and her property harmless from any failure to pay the same:}
ARTICLE X  DIVISION OF ASSETS AND LIABILITIES

(list of Husband’s liabilities)

10.5  [if liabilities will be listed in an attached schedule:] [Wife shall pay the debts, liabilities and obligations listed in Exhibit “E” attached hereto and incorporated herein by reference for all purposes as if set forth in full, and shall indemnify and hold Husband and his property harmless from any failure to pay the same.] OR [if liabilities will be listed in the body of the agreement:] [Wife shall pay the following debts, liabilities and obligations, and shall indemnify and hold Husband and his property harmless from any failure to pay the same:

(list of Wife’s liabilities to be shared)

10.6  [There are no other obligations or liabilities of the parties known to exist.] Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

10.7  Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

[IF EQUALIZING PAYMENT TO BE MADE:]

10.8  In order to achieve an equitable division of marital assets and liabilities between the parties, (paying party) shall make an equalizing payment of $(amount) to (receiving party). As provided by Section 1041 of the Internal Revenue Code, the parties agree that such payment does not constitute alimony, and that there should be no recognized gain or loss for such payment because the same is made incident to the dissolution of marriage. Said equalizing payment shall be paid by (paying party) as follows: (manner of payment).

[IF FAMILY PETS PROVIDED FOR:]

10.9  The parties agree that (Family Pet and disposition).

[OTHER PROVISIONS - automatically included when appropriate:]

10.10 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

10.11 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

10.12 Nondischargeable in Bankruptcy. All terms of this agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

ARTICLE XI
ALIMONY

[IF NO ALIMONY TO BE PAID:]

11.1  Both parties waive any claim for alimony, whether temporary, “bridge-the-gap,” rehabilitative, permanent, or lump sum. No provision of this agreement should be construed as payment of alimony by either party.
[PERMANENT ALIMONY:]

11.1 The parties agree that permanent alimony shall be paid by (paying party) to (receiving party) as set forth hereinbelow.

[REHABILITATIVE ALIMONY:]

11.1 The parties agree that rehabilitative alimony shall be paid by (paying party) to (receiving party) as set forth by the terms and conditions below. The objective of rehabilitation is (objective). The means by which this objective is intended to be achieved is (means).

[“BRIDGE-THE-GAP” ALIMONY:]

11.1 The parties agree that the alimony set forth hereinbelow is necessary for (receiving party) to “bridge the gap” between married and single life, and hereby agree that such transitional alimony shall be paid by (paying party) to (receiving party) as set forth by the terms and conditions below.

[TMPORARY ALIMONY:]

11.1 The parties agree that temporary alimony shall be paid by (paying party) to (receiving party) as set forth hereinbelow.

[MTHLY ALIMONY:]

11.2 (paying party) shall pay to (receiving party) as alimony the amount of $(amount) per month, to be paid [monthly, with the first installment of $(amount) due and payable on (date), and a like payment due and payable on the (day) of each month thereafter] OR [in semi-monthly installments with the first installment of $(installment amount) due and payable on the (day), and a like payment due and payable on the (day) and (date) of each month thereafter] OR [in biweekly installments with the first installment of $(installment amount) due and payable on (date), and a like payment due and payable on (specified weekday) every two weeks thereafter] OR [in weekly installments with the first installment of $(installment amount) due and payable on (date), and a like payment due and payable on (specified weekday) of each and every week thereafter] OR [in accordance with (paying party)'s payroll cycle, and in any event at least once a month].

[EVS OF TERMINATION:]

11.3 The obligation for payment of the monthly [maintenance] alimony described above shall continue until the earliest of the following: [you can choose one or any combination of the following:] (a) death of (receiving party); (b) remarriage of (receiving party); (c) disability of (paying party) to the extent that [he/she] is unable to work for a period of at least (number) consecutive days; (d) death of (paying party); (e) (receiving party) [cohabits with a member of the opposite sex for a period of more than (number) days] OR [permanently resides with a member of the opposite sex] (f) resides with another person in a supportive relationship as defined by Florida law, or (g) (date certain), or (h) other event

[LUMP SUM:]

11.4 (paying party) shall pay to (receiving party) as [other] alimony the lump sum amount of $(amount), which shall be payable as follows: (manner of payment). [If monthly alimony is also payable:] The payment of lump sum alimony shall not be limited, terminated or abrogated in any way by the occurrence of an event of termination of monthly alimony as otherwise specified hereinabove.
[OPTIONS FOR MONTHLY MAINTENANCE:]

11.5 As [other] alimony, (paying party) shall maintain and be solely responsible for the timely payment of (receiving party)'s mortgage in the amount of $(amount) monthly, to be made directly by (paying party) to the mortgage company. Payment in this regard shall begin (date), and continue until [the obligation for payment of such maintenance has terminated as provided above / (specified event)].

11.6 As [other] alimony, (paying party) shall maintain and be solely responsible for the timely payment of (receiving party)'s rent in the amount of $amount monthly, to be made directly by (paying party) to (receiving party)'s landlord. Payment in this regard shall begin (date), and continue until [the obligation for payment of such maintenance has terminated as provided above / (specified event)].

11.7 As [other] alimony, (paying party) shall maintain and be solely responsible for the timely payment of (receiving party)'s utilities (including electricity, water and wastewater, and trash pickup). Payment in this regard shall begin (date), and continue until [the obligation for payment of such maintenance has terminated as provided above / (specified event)]. (receiving party) shall, upon receipt, immediately forward each such bill to (paying party), and payment shall be made by (paying party) directly to the company providing such utilities on or before the due date showing on the face of the bill.

11.8 As [other] alimony, (paying party) shall maintain and be solely responsible for the timely payment of (receiving party)'s health insurance premiums. Payment in this regard shall begin (date), and continue until [the obligation for payment of such maintenance has terminated as provided above / (specified event)]. Payment shall be made directly by (paying party) to the company insuring the health of (receiving party) on or before the due date each month.

11.9 As [other] alimony, (paying party) shall maintain and be solely responsible for the timely payment of (other item of monthly maintenance). Payment in this regard shall begin (date), and continue until [the obligation for payment of such maintenance has terminated as provided above / (specified event)].

[TRANSFER OR CONVEYANCE OF PROPERTY AS ALIMONY:]

11.10 As [other] alimony, (paying party) shall transfer and convey the following to (receiving party): (property specified by you) [if monthly alimony is also payable:] The remittance of alimony as provided in this paragraph shall not be limited, terminated or abrogated in any way by the occurrence of an event of termination of monthly alimony as otherwise specified hereinabove.

[OTHER FORM OF ALIMONY:]

11.11 (other form specified by you)

[HOW TO BE PAID:]

11.12 Payment Made Directly. Payments of alimony [other than monthly maintenance payments or transfer of property] shall be made by check or by money order directly to (receiving party), and both parties shall each keep their own records of all payments due and all payments made. In the event of any default in payment of such support, either party may immediately initiate payment of alimony through a governmental depository and, if (paying party) is receiving a salary or other regular income, by income deduction order.

OR

11.12 Manner of Payment. Payments of alimony [other than monthly maintenance payments or transfer of property] shall be [made by income deduction order and paid through the Central Governmental Depository in (county) County. (selected party) shall be responsible for all fees charged by such depository]
in connection therewith.]  OR  [paid through the Central Governmental Depository in (county) County, (address). (selected party) shall be responsible for all fees charged by such depository in connection therewith. In the event of any default in payment of such support, either party may immediately initiate payment by income deduction order.]  OR  [other manner of payment specified by you].

[The general provisions regarding alimony listed below are optional; you can omit them altogether, or choose one or any combination of the following:]

11.13 Nonmodifiable. The parties expressly agree that the provisions relating to the payment or remittance of alimony are nonmodifiable, and each party expressly waives any right to seek modification of such provisions.

11.14 Nondischargeable in Bankruptcy. It is the express intent of the parties that all alimony payable or to be made hereunder is specifically intended to be nondischargeable in the event of the bankruptcy of the paying party.

11.15 Life Insurance. The (paying party) agrees that, as long as (paying party) is obligated to pay alimony, (paying party) will contract for and keep in full effect and force a life insurance policy with a face value of $(amount), with (receiving party) designated as irrevocable beneficiary. Within thirty (30) days after the insurance policy has been obtained, the (paying party) will provide to (receiving party) the name and address of the insurance company, the policy number, and a copy of the insurance policy.

11.16 Obligation Survives Death. The obligation to pay alimony does not terminate on and shall survive the death of (paying party), and shall be a binding obligation on the estate of (paying party). [In the event of the death of (paying party), the personal representative of (paying party)'s estate is directed to pay a lump sum of $(amount), if available after payment of just personal debts and expenses. In the event that such lump sum is not available, (receiving party) shall be entitled to receive (percentage)% of (paying party)'s estate after payment of just personal debts and expenses.]

11.17 Representative to Pay Lump Sum. In the event of the death of (paying party), the personal representative of (paying party)'s estate is directed to pay a lump sum of $(amount) if available after payment of just personal debts and expenses. In the event that such lump sum is not available, (receiving party) shall be entitled to receive (percentage)% of (paying party)'s estate after payment of just personal debts and expenses.

11.18 Interest on Past Due Amounts. Any amounts that are past due shall bear interest at the rate of (percentage)% per annum from date of default until paid in full.

11.19 Acceleration in Event of Default. In the event of default of payment of alimony as specified hereinabove, then the entire remaining amounts due shall, at the option of (receiving party), become immediately due and collectible without notice, time being of the essence. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

11.20 Taxable Income for (selected party) [The alimony specified hereinabove shall constitute taxable income for (receiving party), and (paying party) shall be entitled to deduct from (his/her) income all such alimony payments made by (him/her).]  OR  [The alimony specified hereinabove shall constitute taxable income for (paying party), and (receiving party) shall not be liable for taxes thereon.]

[IF UNABLE TO AGREE:]

11.1 The parties are unable to agree regarding the responsibilities of the parties with respect to alimony, and desire that the same be determined by the Court.
ARTICLE XII  ...  TAX ISSUES

[FOR TAX YEAR PRIOR TO YEAR OF DISSOLUTION:]

[standard provisions, married filing joint:]

12.1 It is agreed that the parties shall file an individual income tax return in accordance with the Internal Revenue Code of 1986, for the calendar tax year of (tax year immediately before year of dissolution), with a filing status of married filing joint.

12.2 It is agreed that the parties shall be equally responsible for the federal income tax liability of the parties for the tax year ending December 31, (tax year immediately before year of dissolution).

12.3 Any refund resulting from the overpayment of tax attributable to the tax year ending December 31, (tax year immediately before year of dissolution) shall be shared equally by the parties.

12.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or for the omission of taxable income or claim of erroneous deductions of the applicable party.

[standard provisions, married filing separate:]

12.1 It is agreed that each party shall file an individual income tax return in accordance with the Internal Revenue Code of 1986, for the calendar tax year of (tax year immediately before year of dissolution), with the filing status of married filing separate. Each party shall include only that party's respective income, exemptions, deductions and credits. Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party's separate return must report as the party's income one-half of all income attributable to marital property, including earnings from personal services. Each party may take credit for one-half of all overpayments attributable to prior years jointly filed tax returns, federal income tax payroll withholding deductions, and estimated tax payments.

12.2 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such return.

12.3 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or for the omission of taxable income or claim of erroneous deductions of the applicable party.

[if you choose the detailed option, you can pick and choose from the following provisions:]

12.1 [separate:] It is agreed that each party shall file an individual income tax return, for the calendar tax year of (tax year immediately before year of dissolution), with the filing status of married filing separate in accordance with the Internal Revenue Code of 1986. Each party shall include only that party's respective income, exemptions, deductions and credits, and each party shall [itemize deductions] OR [claim the standard deduction]. Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party's separate return must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of this Agreement. [Each party may take credit for one-half of all overpayments attributable to prior years jointly filed tax returns, federal income tax payroll withholding deductions, and estimated tax payments.] [Credit for the quarterly estimated tax payments paid or credited shall be allocated as follows: (other allocation).] [Credit for the federal income tax payroll deductions paid or credited shall be allocated as follows: (other allocation).]
ARTICLE XII  ... TAX ISSUES

12.2 The dependency exemption for dependents for tax year \textit{(tax year immediately before year of dissolution)} shall be claimed [by (selected party)] \textbf{OR} [as follows: (other provision specified by you)].

12.3 [It is agreed that the (selected party) shall be solely responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, \textit{(tax year immediately before year of dissolution)}]. \textbf{OR} [It is agreed that the parties shall be equally responsible for all federal income tax liabilities of the parties from the date of marriage through December 31, \textit{(tax year immediately before year of dissolution)}]. \textbf{OR} [It is agreed that the responsibility for all federal income tax liabilities of the parties from the date of marriage through December 31, \textit{(tax year immediately before year of dissolution)} shall be divided between the parties as follows: (other allocation)]. \textbf{OR} [Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such return].

12.4 Any refund resulting from the overpayment of tax attributable to tax periods through December 31, \textit{(tax year immediately before year of dissolution)} shall be [shared equally by the parties] \textbf{OR} [the sole property of the (selected party)] \textbf{OR} [shall be as follows: (other provision specified by you)].

12.5 [<(selected party) will be> or <The parties will be equally> responsible for the cost of the preparation of the tax returns set forth hereinabove.]. \textbf{OR} [Each party shall be responsible for the cost associated with the preparation of their respective income tax return.]

12.6 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or for the omission of taxable income or claim of erroneous deductions of the applicable party.

\textbf{[if unable to agree:]}

12.1 The parties are unable to agree regarding tax year \textit{(tax year immediately before year of dissolution)}, and desire that such issues be determined by the Court.

\textbf{[FOR TAX YEAR FOR YEAR OF DISSOLUTION:]}

12.5 For tax year \textit{(year of dissolution)}, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

\textbf{[standard provisions:]}

12.6 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

12.7 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

12.8 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.
[if you choose the detailed option, you can pick and choose from the following provisions:]

12.6 Unless otherwise specified in this Agreement, and in addition to income attributable to each party’s respective nonmarital property, each party must report as the party’s income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of this Agreement. [Each party may take credit for one-half of all overpayments attributable to prior years jointly filed tax returns, federal income tax payroll withholding deductions attributable to periods occurring before the date of this Agreement, and estimated tax payments paid before the date of this Agreement.] OR [Credit for the quarterly estimated tax payments paid or credited shall be allocated as follows: (other allocation).] Credit for the federal income tax payroll deductions paid or credited shall be allocated as follows: (other allocation).] Additionally, each party may take credit for all of the reporting party’s estimated tax payments and federal income tax payroll withholding deductions occurring after the date of this Agreement, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of this Agreement.

12.7 The dependency exemption for dependents for tax year (year of dissolution) shall be claimed [by (selected party)] OR [as follows: (other provision specified by you)].

12.8 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party’s tax return shall be the sole property of the party filing such tax return.

12.9 [<(selected party) will be> or <The parties will be equally> responsible for the cost of the preparation of the tax returns set forth hereinabove.] OR [Each party shall be responsible for the cost associated with the preparation of their respective income tax return.]

12.10 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

[If unable to agree:]

12.5 The parties are unable to agree regarding tax year (year of dissolution), and desire that such issues be determined by the Court.

[OPTIONAL:]

12.10 The dependency exemption for dependents for tax years subsequent to the date of this Agreement shall be claimed [by (selected party)] OR [as follows: (other provision specified by you)].

[OTHER PROVISIONS - automatically included when appropriate:]

12.11 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

12.12 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy records.
12.13 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

12.14 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the “Innocent Spouse” provisions of the Internal Revenue Code.

ARTICLE XIII
COURT COSTS AND ATTORNEY’S FEES

13.1 [Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.] OR [Costs of court, including the filing fee for the petition for dissolution, will be the responsibility of (selected party), and any portion of such costs already paid by (other party) shall be reimbursed to (other party) by (selected party) within thirty (30) days after this Agreement has been executed by both parties.]

13.2 [Each party will be responsible for his or her own attorney’s fees incurred herein.] OR [On or before (date), (selected party) shall pay to (other party) the sum of $(amount) for attorney’s fees incurred herein.] OR [On or before (date), (selected party) shall pay to (attorney for other party) the sum of $(amount) for attorney’s fees incurred herein.]

[IF UNABLE TO AGREE:]

13.1 The parties are unable to agree on issues regarding the payment of court costs and attorney’s fees, and desire that such issues be determined by the Court.

[The following provisions regarding confidentiality may be included if desired:]

ARTICLE XIV
CONFIDENTIALITY

14.1 The parties hereto agree that, due to the private nature of the personal and financial information of the parties, the contents of this Agreement and the pleadings in this case are confidential and shall not be disclosed to a third party, except to a third party with whom a party has a strict confidential relationship, such as an attorney, psychologist, accountant, or the like, or by court order.

14.2 [optional:] The parties further agree to file a joint motion to request an order to seal the pleadings and other records in this case and thereby maintain confidentiality of the same, as provided by the Florida Rules of Judicial Administration.

ARTICLE XV
GENERAL PROVISIONS

15.1 [optional:] Written Notice of Change of Information. Any parent shall give written notice to the other party [(and, if paying child support through the State Disbursement Unit, to the State Disbursement Unit)] by registered or certified mail of any intended change in the following information: (a) name, (b) marital status,
ARTICLE XV ... GENERAL PROVISIONS

(c) residence address, (d) mailing address, (e) home telephone number, (f) name of employer, (g) address
of employment, or (h) work telephone number. Such written notice must be provided no later than (number)
days before a change of any of the foregoing information; provided, however, if the party does not know or
could not have known of the change in sufficient time to provide such prior notice, the party shall provide writ-
ten notice of the change on or before the fifth day after the date that the party knew of the change.

15.2 [optional:] Exchange of Information Relating to Income. As long as any [child support and/or
alimony] is payable under this Agreement, each party shall provide to the other party a true and correct copy of
federal and state income tax returns, along with all documentation filed therewith (including W-2 forms, 1099s,
returns showing partnership and other income or loss, and the like), to be delivered to the other party within
(number) days of filing such returns.

15.3 Mutual Release. Each party waives, releases and relinquishes any actual or potential right,
claim or cause of action against the other party, including but not limited to asserting a claim against the estate
of the other party or to act as a personal representative of such estate, except as otherwise provided for in this
Agreement or arising hereunder.

15.4 Resolution of Future Disputes. In the event of any disagreement regarding an issue between
the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an
emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of
any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or
controversy to mediation.

15.6 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agree-
ment, or its provisions, shall not be abrogated in any way without further written agreement of the parties.

15.7 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of
the parties, that this Agreement supersedes any prior understandings or agreements between them, and that
there are no representations, warranties, or oral agreements other than those expressly set forth herein.

15.8 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of
this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subse-
quent breach of the same provision.

15.9 Severability. This Agreement is severable, and if any term or provision is determined to be un-
enforceable, this shall not render the remainder of the Agreement unenforceable.

15.10 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary
or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

15.11 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either
party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered
therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive
the judgment and be binding on the parties.

15.12 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in
contract, in addition to any remedies for enforcement that may also be available under any final judgment of
dissolution of marriage entered between the parties.

I, (party), certify that I have been open and honest in entering into this settlement agreement. I
am satisfied with this agreement and intend to be bound by it.

[date, signature, and notary block, if desired.]
(1) By Mutual Agreement. The parties agree that it is in the best interest of the child[ren] for both parties to have frequent and continuing contact with the child[ren], and the parties shall have visitation with the child[ren] at times mutually agreed to in advance by the parties. However, in the absence of mutual agreement, the parents shall have visitation with the child[ren] as provided by this Parenting Schedule set forth hereinbelow. The parties understand that they are free to vary the times or days stated in the Parenting Schedule if they both agree.

[With rotating custody:] 

(2) Rotating Schedule. The parties shall alternate visitation on a rotating basis as follows: (rotating schedule specified by you). [However, any specific provisions set forth below regarding particular holidays or other days shall control.]

[The following paragraph is automatically inserted with Sole parental responsibility, and is optional with Shared parental responsibility:] 

(2) Reference to “Visitation” Does Not Limit Residence. [The child[ren] shall reside with (primary parent) at all times not specifically designated for visitation with (other parent). Any reference to the right of “visitation” with respect to (primary parent) herein (and any specific times or days in this regard) shall not be construed to limit or interfere with the ordinary and usual residence of the child[ren] with (primary parent).] OR [(with a split custody arrangement) Any reference to the right of “visitation” herein (and any specific times or days in this regard) shall not be construed to limit or interfere with the ordinary and usual residence of (selected children) with the Father, or of (selected children) with the Mother. Nevertheless, the parties recognize that it is in the best interest of the children to remain together during visitation by either parent, and the parents will exercise their best efforts to ensure that the children are together for any parent’s period of visitation as set forth herein.]

(3) Definitions.

(a) In this Schedule “school” means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

(b) In this Schedule “child” includes each child, whether one or more, who is a subject of this suit while that child is under the age of eighteen years and not otherwise emancipated.

YOU WILL HAVE THE OPTION OF:

(A) CHOOSING SPECIFIC DAYS AND HOLIDAYS, see pp. xx-yy;

or

(B) USING A STANDARD SCHEDULE (not available with Rotating Custody), see pp. xx-yy;

or

(C) INSERTING YOUR OWN PROVISIONS.

or

(D) SELECTING ONE OF THE AVAILABLE LOCAL CIRCUIT PARENTING SCHEDULES (A) - IF YOU CHOOSE YOUR OWN COMBINATION OF DAYS AND HOLIDAYS

[You can choose none, one or any combination of the following:]
(4) Weekends. **(not available with Rotating Custody)** [The parties shall have visitation with the child[ren] on alternating weekends.] **OR** [(parent with weekend visitation) shall have the right of visitation with the child[ren] beginning on the first, third, and fifth (Thursday/Friday/Saturday) of each month] **OR** [(parent with weekend visitation) shall have the right of visitation with the child[ren] for one weekend per month of (parent with weekend visitation)’s choice. The weekends chosen shall not conflict with any provisions regarding a weekend or holiday in favor of (other parent) specifically set forth below. (parent with weekend visitation) shall give to (other parent) at least (number) days’ prior notice by telephone or in writing.] **OR** [other weekend visitation specified by you]. Weekend visitation shall begin [at the time school is regularly dismissed for the weekend] **OR** [at (time) on each such (Thursday/Friday/Saturday)], and shall continue until [the time school regularly resumes on the following Monday] **OR** [(time) on the following Sunday].

(5) Weekend Extended by School Holiday. In the event that [the Friday before or] Monday after a weekend period of visitation is a federal, state, local or school holiday, then (parent with weekend visitation) shall have the right to begin visitation for such [Friday holiday or] Monday holiday. However, if there is a specific provision for a holiday in favor of the other parent provided below, then the specific provision shall control.

(6) Weekday Visitation. **(not available with Rotating Custody)** (terms of weekday visitation).

(7) Child’s Birthday. Father shall have the right of visitation in odd-numbered years with the child <and the child’s siblings> for <the each> child’s birthday, beginning at (time), and ending at (day and time), and with the child Mother shall have the right of visitation for the same period of time in even-numbered years.

(8) Mother’s Day. Mother shall have visitation every year with the child[ren] beginning at (day and time) and ending at (time) on Mother’s Day.

(9) Father’s Day. Father shall have visitation every year with the child[ren] beginning at (day and time) and ending at (time) on Father’s Day.

(10) Summer Vacation.

[custom provision entered by you]

**OR**

[(a) If (selected parent) gives (other parent) written notice by (selected parent's deadline) of a year specifying a period of visitation for summer vacation for that year, (selected parent) shall have visitation with the child[ren] for (number) days as specified in such notice, beginning no earlier than the day after the child’s school is dismissed for the summer vacation or ending no later than seven days before school resumes at the end of the summer vacation in that year. If (selected parent) does not give (other parent) written notice by (selected parent’s deadline) of a year specifying a period visitation for summer vacation for that year, (selected parent) shall have the right of visitation with the child[ren] as follows: (alternative period of vacation in absence of notice).

(b) **[optional:]** If (other parent) gives (selected parent) written notice by (other parent's deadline) of a year specifying a period for summer vacation for that year, (other parent) shall have visitation with the child[ren] for (number) days as specified in such notice. This period of summer vacation shall not conflict with: (i) the period of summer vacation specified in written notice if (selected parent) has provided written notice of visitation for summer vacation; or, (ii) the period of summer vacation specified hereinabove in absence of written notice. If (other parent) does not give (selected parent) written notice by (other parent’s deadline) of a year specifying a period visitation for summer vacation for that year, (other parent) shall have the right of visitation with the child[ren] as follows: (alternative period of vacation in absence of notice).]

**OR**
(a) Father shall have the right of visitation for a period of (number) days for summer vacation, (terms of Father’s summer vacation).

(b) Mother shall have the right of visitation for a period of (number) days for summer vacation, (terms of Mother’s summer vacation).

(c) While a parent has visitation during summer vacation, the other parent may select one weekend for visitation during such period, beginning at (time) on Friday for the selected weekend, and ending at (time) on the following Sunday.

[For paragraphs (12), (13), and (14) below, you will have the option of choosing any one, more, or all of the following holidays in any combination: New Year’s Eve & Day, Martin Luther King, Jr. Day, President’s Day weekend, Spring Break, Easter weekend, Memorial Day weekend, Independence Day, Labor Day weekend, Halloween, Veteran’s Day, Thanksgiving, Christmas Eve, and Christmas Day. If desired, you can also include any of the following Jewish holidays: Rosh Hashanah, Yom Kippur, Succoth, Shemeni Atzeret, Simchas Torah, Hanukkah, Purim, Passover, and Shavuot.]

(12) Father’s Holidays Every Year. Father shall have visitation with the child[ren] every year for (holidays selected by you).

(13) Mother’s Holidays Every Year. Mother shall have visitation with the child[ren] every year for (holidays selected by you).

(14) Holidays to be Alternate.

(a) Father shall have visitation with the child[ren] in odd-numbered years, and Mother shall have visitation in even-numbered years, for (holidays selected by you).

(b) Mother shall have visitation with the child[ren] in odd-numbered years, and Father shall have visitation in even-numbered years, for (holidays selected by you).

[If Jewish holidays have been chosen, the next two paragraphs may be inserted:]

(15) “Odd” and “Even” Years for Jewish Holidays. The terms “odd-numbered” and “even-numbered” years as used in this Parenting Schedule refer to years as they are counted according the English calendar, not according to the Jewish calendar.

(16) Times Regarding Jewish Holidays. With respect to any Jewish holidays specified hereinabove, visitation shall commence at (time) on the day such holiday begins, and shall conclude at (time) on the day after such holiday ends.

(15) Times Regarding [Other] Holidays During School Year. Any holiday visitation [not involving a Jewish holiday] occurring during the school year shall begin at (time and day). Such visitation shall end at (time and day). However, if another provision in this Parenting Schedule specifies a different time for a particular holiday, then the specific provision shall control.

(16) Thanksgiving. Visitation for the Thanksgiving holiday shall begin at (time) on the day that school is dismissed for the Thanksgiving holiday and end on [Thanksgiving day / the (Friday/Saturday/Sunday) immediately following Thanksgiving day] at (time).

(17) Christmas Holiday.
[if a specified parent has Christmas Eve and/or Christmas Day every year:]  

(a) (selected parent) shall have the right of visitation for Christmas Eve every year, beginning at (time/day), and ending at (time/day).

(b) (selected parent) shall have the right of visitation for Christmas Day every year, beginning at (time/day), and ending at (time/day).

[if parents split holiday each year and alternate Christmas Day:]  

(c) [Subject to the above-specified visitation every year for Christmas Eve and/or Day, visitation for the remainder of the Christmas holiday shall be as follows:] In odd-numbered years, Father shall have the right of visitation beginning on the day [immediately following the day] that school is dismissed for the Christmas holiday and ending on December (same day) at (same time) and ending on the [day before the] day school resumes. In even-numbered years, Mother shall have the right of visitation on the day [immediately following the day] that school is dismissed for the Christmas holiday and ending on December (same day) at (same time) and Father shall have the right of visitation beginning on December (same day) at (same time) and ending on the [day before the] day school resumes.

[if parents alternate entire holiday each year:]  

(c) [Subject to the above-specified visitation every year for Christmas Eve and/or Day, visitation for the remainder of the Christmas holiday shall be as follows:] Father shall have the right of visitation for the entire Christmas holiday that begins in odd-numbered years, and Mother shall have the right of visitation for the entire Christmas holiday that begins in even-numbered years.

[other:]  

(c) [Subject to the above-specified visitation every year for Christmas Eve and/or Day, visitation for the remainder of the Christmas holiday shall be as follows:] (other Christmas visitation specified by you).

[“General Terms and Conditions” follow as shown on page 39-40.]  

(B) - IF YOU USE A STANDARD SCHEDULE (not available with Rotating Custody):  

[You will receive a schedule with weekends, Wednesdays, and the standard holidays indicated below inserted automatically; you will also have the option to include the Additional Provisions for Reform or Conservative/Orthodox Jewish holidays shown:]  

(4) Except as otherwise explicitly provided in this Parenting Schedule, when (selected parent) resides 100 miles or less from the primary residence of the child, (selected parent) shall have the right to visitation with the child as follows:

(a) Weekends - On weekends, beginning at (time), on the first, third, and fifth Friday of each month and ending at (time) on the following Sunday.

(b) Weekend Visitation Extended by a Holiday - Except as otherwise explicitly provided in this Parenting Schedule, if a weekend period of visitation by (selected parent) begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of visitation shall begin at (time) on the Thursday immediately preceding the Friday holiday or school holiday or end (time) on that Monday holiday or school holiday, as applicable.
(c) Wednesdays - On Wednesday of each week during the regular school term, beginning at \( \text{time} \) and ending at \( \text{time} \).

(d) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at \( \text{time} \) on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

(e) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at noon on December 26 and ending at \( \text{time} \) on the day before the child’s school resumes after that Christmas school vacation.

(f) Thanksgiving in Odd-Numbered Years - In odd-numbered years, beginning at \( \text{time} \) on the day the child is dismissed from school for the Thanksgiving holiday and ending at \( \text{time} \) on the Sunday following Thanksgiving.

(g) Spring Break in Even-Numbered Years - In even-numbered years, beginning at \( \text{time} \) on the day the child is dismissed from school for the school’s spring vacation and ending at \( \text{time} \) on the day before school resumes after that vacation.

(h) Extended Summer Visitation by \( \text{selected parent} \)

With Written Notice by April 1 - If \( \text{selected parent} \) gives \( \text{other parent} \) written notice by April 1 of a year specifying an extended period or periods of summer visitation for that year, \( \text{selected parent} \) shall have visitation with the child for thirty days beginning no earlier than the day after the child’s school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of visitation shall begin and end at \( \text{time} \).

Without Written Notice by April 1 - If \( \text{selected parent} \) does not give \( \text{other parent} \) written notice by April 1 of a year specifying an extended period or periods of summer visitation for that year, \( \text{selected parent} \) shall have visitation with the child for thirty consecutive days in that year beginning at \( \text{time} \) on July 1 and ending at \( \text{time} \) on July 31.

(i) Child’s Birthday - If \( \text{selected parent} \) is not otherwise entitled under this Parenting Schedule to present visitation in odd-numbered years with the child and the child’s siblings on the child’s birthday, \( \text{selected parent} \) shall have visitation with the child and the child’s siblings beginning at \( \text{time} \) and ending at \( \text{time} \) on that day, provided that \( \text{selected parent} \) picks up the child from \( \text{other parent} \)’s residence and returns the child to that same place.

(j) \[\text{Father/Mother}’s\] Day Weekend - Each year, beginning at \( \text{time} \) on the Friday preceding \( \text{selected parent} \)’s Day and ending at \( \text{time} \) on \[\text{Father/Mother}’s\] Day, provided that if [he/she] is not otherwise entitled under this Parenting Schedule to present visitation with the child, [he/she] shall pick up the child from \( \text{other parent} \)’s residence and return the child to that same place.

(5) Notwithstanding the weekend and Wednesday periods of visitation agreed for \( \text{selected parent} \), it is explicitly agreed that \( \text{other parent} \) shall have a superior right of visitation with the child as follows:

(a) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at \( \text{time} \) on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

(b) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at noon on
December 26 and ending at (time) on the day before school resumes after that Christmas school vacation.

(c) Thanksgiving in Even-Numbered Years - In even-numbered years, beginning at (time) on the day the child is dismissed from school for the Thanksgiving holiday and ending at (time) on the following Sunday.

(d) Spring Break in Odd-Numbered Years - In odd-numbered years, beginning at (time) on the day the child is dismissed from school for the school’s spring vacation and ending at (time) on the day before school resumes after that vacation.

(e) Summer Weekend Visitation by (other parent) - If (other parent) gives (selected parent) written notice by April 15 of a year, (other parent) shall have visitation with the child on any one weekend beginning at (time) on Friday and ending at (time) on the following Sunday during any one period of the extended summer visitation by (selected parent) in that year, provided that (other parent) picks up the child from (selected parent) and returns the child to that same place.

(f) Extended Summer Visitation by (other parent) - If (other parent) gives (selected parent) written notice by April 15 of a year or gives (selected parent) fourteen days’ written notice on or after April 16 of a year, (other parent) may designate one weekend beginning no earlier than the day after the child’s school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of visitation by (selected parent) shall not take place in that year, provided that the weekend so designated does not interfere with (selected parent)’s period or periods of extended summer visitation.

(g) Child’s Birthday - If (other parent) is not otherwise entitled under this Parenting Schedule to present visitation with the child and the child’s siblings on the child’s birthday, (other parent) shall have visitation in even-numbered years with the child and the child’s siblings beginning at (time) and ending at (time) on that day, provided that (other parent) picks up the child from (selected parent)’s residence and returns the child to that same place.

(h) [Mother/Father]’s Day Weekend - Each year, beginning at (time) on the Friday preceding (selected parent)’s Day and ending at (time) on [Mother/Father]’s Day, provided that if [she/he] is not otherwise entitled under this Parenting Schedule to present visitation with the child, [she/he] shall pick up the child from (other parent)’s residence and return the child to that same place.

(6) Parents Who Reside More Than 100 Miles Apart - Except as otherwise explicitly provided in this Parenting Schedule, when (selected parent) resides more than 100 miles from the residence of the child, (selected parent) shall have the right to visitation with the child as follows:

(a) Weekends - Unless (selected parent) elects the alternative period of weekend visitation described in the next paragraph, (selected parent) shall have the right to visitation with the child on weekends, beginning at (time) on the first, third, and fifth Friday of each month and ending at (time) on the following Sunday. Except as otherwise explicitly provided in this Parenting Schedule, if such a weekend period of visitation by (selected parent) begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of visitation shall begin at (time) on the Thursday immediately preceding the Friday holiday or school holiday or end (time) on that Monday holiday or school holiday, as applicable.

(b) Alternate weekend visitation - In lieu of the weekend visitation described in the foregoing paragraph, (selected parent) shall have the right to visitation with the child not more than one weekend per month of (selected parent)’s choice beginning at (time) on the day school recesses for the weekend and ending at (time) on the day before school resumes after the weekend. Except as otherwise explicitly provided in this Parenting Schedule, if such a weekend period of visitation by (selected parent) begins on a Friday that is a school holiday during the regular school term or a federal, state, or local holiday during the summer months
when school is not in session, or if the period ends on or is immediately followed by a Monday that is such a holiday, that weekend period of visitation shall begin at (time) on the Thursday immediately preceding the Friday holiday or school holiday or end (time) on that Monday holiday or school holiday, as applicable. (selected parent) may elect an option for this alternative period of weekend visitation by giving written notice to (other parent) within ninety days after the parties begin to reside more than 100 miles apart. If (selected parent) makes this election, (selected parent) shall give (other parent) fourteen days' written or telephonic notice preceding a designated weekend. The weekends chosen shall not conflict with the provisions regarding Christmas, Thanksgiving, the child's birthday, and (other parent)'s Day Weekend below.

(c) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at (time) on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26.

(d) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at noon on December 26 and ending at (time) on the day before the child’s school resumes after that Christmas school vacation.

(e) Thanksgiving in Odd-Numbered Years - In odd-numbered years, beginning at (time) on the day the child is dismissed from school for the Thanksgiving holiday and ending at (time) on the Sunday following Thanksgiving.

(f) Spring Break in All Years - Every year, beginning at (time) on the day the child is dismissed from school for the school's spring vacation and ending at (time) on the day before school resumes after that vacation.

(g) Extended Summer Visitation by (selected parent) -

With Written Notice by April 1 - If (selected parent) gives (other parent) written notice by April 1 of a year specifying an extended period or periods of summer visitation for that year, (selected parent) shall have visitation with the child for forty-two days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, as specified in the written notice. These periods of visitation shall begin and end at (time).

Without Written Notice by April 1 - If (selected parent) does not give (other parent) written notice by April 1 of a year specifying an extended period or periods of summer visitation for that year, (selected parent) shall have visitation with the child for forty-two consecutive days beginning at (time) on June 15 and ending at (time) on July 27 of that year.

(h) Child’s Birthday - If (selected parent) is not otherwise entitled under this Parenting Schedule to present visitation with the child on the child’s birthday, (selected parent) shall have visitation in odd-numbered years with the child and the child’s siblings beginning at (time) and ending at (time) on that day, provided that (selected parent) picks up the child from (other parent)'s residence and returns the child to that same place.

(i) [Father/Mother]'s Day Weekend - Each year, beginning at (time) on the Friday preceding (selected parent)'s Day and ending at (time) on [Father/Mother]'s Day, provided that if [he/she] is not otherwise entitled under this Parenting Schedule to present visitation with the child, [he/she] shall pick up the child from (other parent)'s residence and return the child to that same place.

(7) Notwithstanding the weekend periods of visitation agreed for (selected parent), it is explicitly agreed that (other parent) shall have a superior right of visitation with the child as follows:

(a) Christmas Holidays in Odd-Numbered Years - In odd-numbered years, beginning at (time) on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December
26. (b) Christmas Holidays in Even-Numbered Years - In even-numbered years, beginning at noon on December 26 and ending at (time) on the day before school resumes after that Christmas school vacation.

(c) Thanksgiving in Even-Numbered Years - In even-numbered years, beginning at (time) on the day the child is dismissed from school for the Thanksgiving holiday and ending at (time) on the following Sunday.

(d) Summer Weekend Visitation by (other parent) - If (other parent) gives (selected parent) written notice by April 15 of a year, (other parent) shall have visitation with the child on any one weekend beginning at (time) on Friday and ending at (time) on the following Sunday during any one period of visitation by (selected parent) during (selected parent)'s extended summer visitation in that year, provided that if a period of visitation by (selected parent) in that year exceeds thirty days, (other parent) may have visitation with the child under the terms of this provision on any two nonconsecutive weekends during that period and provided that (other parent) picks up the child from (selected parent) and returns the child to that same place.

(e) Extended Summer Visitation by (other parent) - If (other parent) gives (selected parent) written notice by April 15 of a year, (other parent) may designate twenty-one days beginning no earlier than the day after the child's school is dismissed for the summer vacation and ending no later than seven days before school resumes at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven consecutive days each, during which (selected parent) shall not have visitation with the child, provided that the period or periods so designated do not interfere with (selected parent)'s period or periods of extended summer visitation.

(f) Child’s Birthday - If (other parent) is not otherwise entitled under this Parenting Schedule to present visitation with the child on the child’s birthday, (other parent) shall have visitation in even-numbered years with the child and the child’s siblings beginning at (time) and ending at (time) on that day, provided that (other parent) picks up the child from (selected parent)'s residence and returns the child to that same place.

(g) [Mother/Father]’s Day Weekend - Each year, beginning at (time) on the Friday preceding (selected parent)’s Day and ending at (time) on [Mother/Father]’s Day, provided that if [she/he] is not otherwise entitled under this Parenting Schedule to present visitation with the child, [she/he] shall pick up the child from (other parent)’s residence and return the child to that same place.

[Additional Provisions for Jewish Religious Holidays]

(8) In addition to all other provisions for visitation set fourth herein (selected parent) shall have the following periods of visitation on Jewish religious holidays:

Rosh Hashanah - In all odd-numbered years for a period beginning at (time) on the day Rosh Hashanah begins and ending at (time) the following day.

[if Conservative/Orthodox, add:] In all even-numbered years for the second day of Rosh Hashanah, beginning at (time) on the day after Rosh Hashanah begins and ending at (time) the following day.

Yom Kippur - In all even-numbered years for a period beginning at (time) on the day Yom Kippur begins and ending at (time) the following day.

Succoth - In all odd-numbered years for a period beginning at (time) on the day Succoth begins and ending at (time) two days later.

Shemeni Atzeret - In all odd-numbered years for a period beginning at (time) on the day Shemeni Atzeret begins and ending at (time) the following day.

Simchas Torah - In all even-numbered years for a period beginning at (time) on the day Simchas Torah
begins and ending at (time) the following day.

Hanukkah - **[if Reform:]** In all even-numbered years for a period beginning at (time) on the day Hanukkah begins and ending at (time) the following day. **[if Conservative/Orthodox:]** In all even-numbered years for the eight days of Hanukkah, beginning at (time) on the day Hanukkah begins and ending at (time) eight days later.

Purim - In all odd-numbered years for a period beginning at (time) on the day Purim begins and ending at (time) the following day.

Passover - In all even-numbered years for a period beginning at (time) on the day Passover begins and ending at (time) the next day.

(9) Notwithstanding the periods of visitation set forth herein for (selected parent), (other parent) shall have a superior right of visitation with the child for Jewish religious holidays as follows:

Rosh Hashanah - In all even-numbered years for a period beginning at (time) on the day Rosh Hashanah begins and ending at (time) the following day.

**[if Conservative/Orthodox, add:]** In all odd-numbered years for the second day of Rosh Hashanah, beginning at (time) on the day after Rosh Hashanah begins and ending at (time) the following day.

Yom Kippur - In all odd-numbered years for a period beginning at (time) on the day Yom Kippur begins and ending at (time) the following day.

Succoth - In all even-numbered years for a period beginning at (time) on the day Succoth begins and ending at (time) two days later.

Shemeni Atzeret - In all even-numbered years for a period beginning at (time) on the day Shemeni Atzeret begins and ending at (time) the following day.

Simchas Torah - In all odd-numbered years for a period beginning at (time) on the day Simchas Torah begins and ending at (time) the following day.

Hanukkah - **[if Reform:]** In all odd-numbered years for a period beginning at (time) on the day Hanukkah begins and ending at (time) the following day. **[if Conservative/Orthodox:]** In all odd-numbered years for the eight days of Hanukkah, beginning at (time) on the day Hanukkah begins and ending at (time) eight days later.

Purim - In all even-numbered years for a period beginning at (time) on the day Purim begins and ending at (time) the following day.

Passover - In all odd-numbered years for a period beginning at (time) on the day Passover begins and ending at (time) the next day.

(10) “Odd” and “Even” Years for Jewish Holidays. The terms “odd-numbered” and “even-numbered” years as used in this Parenting Schedule refer to years as they are counted according the English calendar, not according to the Jewish calendar.
General Terms and Conditions:

(18) General Terms and Conditions. Except as otherwise explicitly provided this Parenting Schedule, the terms and conditions of visitation with the child[ren] that apply regardless of the distance between the residence of a parent and the child[ren] are as follows:

(a) [optional:] Pickup of Child. Unless a particular period of visitation begins at the time the child’s school is regularly dismissed as specified in the attached schedule regarding weekends and/or holidays, (((parent with visitation)) shall pickup the children at the beginning of each period of (parent with visitation)’s visitation at ((other parent))’s residence OR (((parent with visitation)) shall pickup the children at the beginning of each period of [his/her] visitation at (other location)) OR ((((other parent)) shall deliver the children to (parent with visitation)) for his visitation at (parent with visitation)’s residence) OR [the parent whose visitation is beginning shall pickup the children at the residence of the other parent] OR [the parent whose visitation is beginning shall receive the children at his or her residence] OR [your own custom provision for pickup of child].

(b) [optional:] Return of Child. Unless a particular period of visitation ends at the time the child’s school is regularly dismissed as specified in the attached schedule regarding weekends and/or holidays, (((parent with visitation)) shall return the children at the end of each period of (parent with visitation)’s visitation at ((other parent))’s residence OR (((parent with visitation)) shall return the children at the end of each period of [his/her] visitation at (other location)) OR ((((other parent)) shall pickup the children at the (parent with visitation)’s residence at the end of each period of (parent with visitation)’s visitation) OR [the parent whose visitation is ending shall surrender the children at his or her residence] OR [the parent whose visitation is ending shall transport and surrender the children at the residence of other parent] OR [your own custom provision for return of child].

(c) [optional:] Transportation. Transportation of the child[ren] for visitation shall be provided (custom provisions regarding transportation).

(d) [optional:] Relocation of [selected parent/ Either Parent]. In the event that [selected parent/ either parent] relocates [his or her] residence outside (geographical area) and the residence of (other parent) remains the same, then the pickup and return of the child[ren] shall be changed as follows: (how pickup and return will change).

(e) Personal Effects. Each parent shall return with child[ren] thr personal effects that the child[ren] brought at the beginning of the period of visitation.

(f) Designation of Competent Adult. Each parent may designate any competent adult to pick up and return child, as applicable. A parent or a designated competent adult must be present when the child[ren] is picked up or returned.

(g) Inability to Exercise Visitation. A parent shall give advance notice to the other parent on each occasion in the event that such parent will be unable to exercise visitation for any specified period.

(h) Notice to School and Other Parent. If a parent’s time of visitation with the child[ren] ends at the time school resumes and for any reason the child[ren] is not or will not be returned to school, such parent shall immediately notify the school and the other parent that the child[ren] will not be or has not been returned to school.

(i) Reasonable Telephone Contact. Any parent shall be entitled to reasonable telephone contact with the child[ren], and the other parent will exercise reasonable efforts to make the child[ren] available for such telephone contact.

(i) Informed Whereabouts. Each parent shall keep the other parent reasonably informed regarding the whereabouts of the minor child[ren], including with respect to overnight visits with relatives or friends.
Section III

MSA and ProDoc
Using the
Marital Settlement Agreement
I. PARENTAL RESPONSIBILITY (Article I of MSA, pp. 1-2)
   A. Type ............................................ 1
   B. Split custody .................................. 1
   C. General areas of parental responsibility ............................... 1
   D. Specific rights and duties of parents .................................. 2

II. PARENTING SCHEDULE AND VISITATION (Article II, p. 2-7 and Exhibit A to MSA, pp. 30-40)
   A. Choose specific days and holidays .................................. 3
      1. Weekends ........................................ 4
      2. Summer vacation .................................. 4
      3. Specific holidays .................................. 5
      4. Christmas holiday ................................. 5
   B. Use standard schedule ........................................ 6
   C. Rotating custody schedule ....................................... 6
   D. Other provisions ...................................... 7

III. RECOGNITION OF CHILDREN’S RIGHTS (Article III, p. 7)

IV. GENERAL PROVISIONS RELATING TO CHILDREN (Article IV, p 7)

V. CHILD SUPPORT (Article V, pp. 7-9)
   A. Options ............................................ 8
      1. Monthly child support ................................ 8
      2. Specific child-related expenses ...................... 8
      3. Monthly support for currently disabled child ....... 8
      4. Other form of child support ......................... 9
      5. Arrearage ........................................... 9
   B. Other provisions .................................... 9

VI. INSURANCE AND HEALTH CARE EXPENSES (Article VI, pp. 9-11)
   A. As military dependent .................................. 9
   B. Health insurance ..................................... 10
      1. Group coverage ..................................... 10
      2. Private policy ...................................... 10
      3. Both .................................................. 10
   C. Obtaining group coverage and payment .................. 11
   D. Dental insurance ..................................... 11
   E. Uncovered health care expenses ........................... 11
   F. Other provisions ..................................... 12

VII. EXPENSES OF POST-SECONDARY EDUCATION (Article VII, p. 12)

VIII. PROPERTY OF CHILDREN (Article VIII, p. 12)

IX. REAL ESTATE (Article IX pp. 12-14)
   A. Home ............................................... 13
      1. Awarded entirely to one party ....................... 13
      2. Immediate sale ..................................... 13
      3. Sale in the future ................................... 13
      4. Mortgages on home .................................. 14
   B. Other real estate and mortgages ....................... 14
X. RETIREMENT (Article X of MSA, pp. 14-15)
A. General award ......................................................... 14
B. Each plan to be specifically identified and awarded .................. 15
C. Military retirement ................................................... 15

XI. OTHER ASSETS AND LIABILITIES (Article XI, pp. 15-19)
A. Options ................................................................. 15
1. List assets and liabilities for each party ............................ 15
2. Simple division of property, no specific items listed .......... 16
3. Insert your own list or schedules .................................. 16
B. List assets and liabilities for each party ............................ 16
1. WITHOUT information from Family Law Financial Affidavit ........ 16
2. WITH information from Family Law Financial Affidavit ...... 17
C. Items to be divided-in-kind or sold ................................ 18
1. Divided-in-kind ...................................................... 18
2. Sold ........................................................................ 18
3. WITH information from the Family Law PowerPack .......... 18
D. Other provisions ....................................................... 19
1. Equalizing payment .................................................. 19
2. Family pets ............................................................ 19
3. Unable to agree ....................................................... 19
4. Other provisions automatically inserted ......................... 19

XII. ALIMONY (Article XII, pp. 19-21)
A. Options ................................................................. 19
B. Form of alimony ....................................................... 20
C. Termination ............................................................. 20
D. Other provisions ....................................................... 21

XIII. TAX ISSUES (Article XIII, pp. 21-23)
A. Tax year of dissolution ............................................... 21
1. Standard provisions .................................................. 21
2. Detailed provisions ................................................... 22
B. Tax year prior to year of dissolution ............................... 22
1. Standard provisions, married filing joint ......................... 22
2. Standard provisions, married filing separate .................... 22
3. Detailed provisions ................................................... 23
C. Other provisions ....................................................... 23

XIV. COST OF COURT AND ATTORNEY'S FEES (Article XIV, p. 23)

XV. MISCELLANEOUS PROVISIONS (Article XV, p. 24)
A. Confidentiality ......................................................... 24
B. Exchange of information ............................................. 24
C. General provisions .................................................... 24
I. PARENTAL RESPONSIBILITY

A. Type. You will first choose the type of parental responsibility agreed to by the parties: (1) shared, (2) sole, (3) rotating, or, if the parties cannot agree, (4) unable to agree.

B. Split custody. If the parents have Shared Parental Responsibility and wish to have a “split custody” arrangement (i.e., when the Father will be the Primary Residential Parent for one or more children, and the Mother will be the Primary Residential Parent for the other children), this can be reflected in the MSA. After you indicate that the parties will have split custody, you are asked to choose which child or children will be living with the Father:

Any children NOT selected in this question will be reflected in the MSA as living with the Mother.

C. General areas of parental responsibility. If the parties have an agreement regarding parental responsibility, you will select GENERAL AREAS of parental decision making responsibility, either to be shared by both parents in a shared responsibility or rotating custody arrangement, OR to be exclusively exercised by a parent with sole responsibility. These areas of responsibility include (1) education, (2) camp and extracurricular activities, (3) post-secondary education, (4) medical, dental or surgical treatment, (5) psychological or psychiatric evaluation or treatment, (6) discipline, (7) moral and religious training, (8) estate, services and earnings, or (9) other general area specified by you.
D. Specific rights and duties of parents.

If the parties have shared responsibility or rotating custody, then you may select (a) specific rights common to both parents, and/or (b) the ultimate or exclusive rights of one parent. (An “ultimate” or “exclusive” right means that a selected parent has the ultimate decision-making responsibility in the event that both parents cannot make an agreed decision after consulting with each other.)

With sole responsibility, you can specify (a) the ultimate or exclusive rights of the parent with sole responsibility, and/or (b) the rights of the non-custodial parent.

A non-exhaustive list of the rights and duties that may be allocated between the parents include:

- receive information from the other parent
- duty to inform other parent of significant information
- right to make educational decisions
- right to consult with school
- right to attend school activities
- right to be designated as contact person in case of emergency
- right to consent to health care treatment involving invasive procedures
- right to consent to health care treatment not involving invasive procedures
- right to consent to psychological or psychiatric evaluation or treatment
- right to consent to emergency treatment
- right to access medical, psychological, and education records
- right to consult with provider of health care
- duty of care, control, protection and discipline
- right to direct moral and religious training
- right to services or earnings of child
- right to manage estate of child
- right to represent child in legal action
- right to make legal decisions

II. PARENTING SCHEDULE AND VISITATION

If there is shared parental responsibility, you will have the option to select our statewide schedule and then customize it as you wish OR select one of the local circuit schedules we have available using the two steps shown below:
ARTICLE II ... PARENTING SCHEDULE AND VISITATION

If you select option two, local circuit or county schedule, you will be asked which schedule you wish to use. The local circuit options as of this printing are:

![Local Circuit Options](image1)

If there is sole parental responsibility, or shared parental responsibility and you have not elected to use one of the local circuit or county schedules, you will have the option to (a) craft a unique schedule by selecting "Choose specific days and holidays", or (b) pick "Use standard schedule" to rapidly generate an automatic schedule. You may also provide for Jewish holidays, if appropriate, as shown below:

![Jewish Holiday Options](image2)

A. **Choose specific days and holidays.**

You will first select which specific days you would like to include in the Schedule:

![Specific Days Selection](image3)
ARTICLE II  ...  PARENTING SCHEDULE AND VISITATION

1. Weekends - you will choose the provision setting out the weekend visitation you wish to include: (1) alternating between the parents, (2) first, third and fifth weekends, (3) one weekend per month that the parent with visitation will choose, or (4) your own custom provision, as indicated below:

- Alternating weekends
- 1st/3rd/5th weekends
- One weekend per month, as chosen by party
- Other

If you select 1, 2 or 3 from the above menu, you will select the day and time that the weekend visitation is to begin:

- Thursday, at the time school lets out
- Thursday, at specified time
- Friday, at the time school lets out
- Friday, at specified time
- Saturday, at specified time

2. Summer vacation - you will choose from one of the following options:

- Each party may specify period by written notice, Father has 1st choice
- Each party may specify period by written notice, Mother has 1st choice
- Father may specify a period by written notice
- Mother may specify a period by written notice
- Each party shall have a preset period in schedule
- Father to have preset period in schedule
- Mother to have preset period in schedule
- Other

For example, if you select 1 from the above menu, the following paragraphs will be inserted. (NOTE: The language in italics indicates default language suggested by the program, which you can change while you’re assembling the MSA.)

(a) If Father gives Mother written notice by May 1 of a year specifying a period of visitation for summer vacation for that year, Father shall have visitation of the children for thirty (30) days as specified in such notice, beginning no earlier than the day after the children’s school is dismissed for the summer vacation or ending no later than seven days before school resumes at the end of the summer vacation in that year. If Father does not give Mother written notice by May 1 of a
year specifying a period of visitation for summer vacation for that year, Father shall have the right of visitation of the children as follows: **for a period of 30 consecutive days beginning on June 1.**

(b) If Mother gives Father written notice by **May 15** of a year specifying a period for summer vacation for that year, Mother shall have visitation of the children for **thirty (30) days** as specified in such notice. This period of summer vacation shall not conflict with: (i) the period of summer vacation specified in written notice if Father has provided written notice of visitation for summer vacation; or, (ii) the period of summer vacation specified hereinabove in absence of written notice. If Mother does not give Father written notice by **May 15** of a year specifying a period of visitation for summer vacation for that year, Mother shall have the right of visitation of the children as follows: **for a period of 30 consecutive days beginning on July 1.**

3. **Specific Holidays** - in a series of four questions you will allocate specific holidays between the parents, in the following order:

   a. any holidays that Father will receive every year;
   b. any holidays that Mother will receive every year;
   c. any holidays to be alternated, with Father to receive in odd years and Mother in even years; and
   d. any holidays to be alternated, with Mother to receive in odd years and Father in even years.

You only need to select the holidays that you want to include. Here is a sample question:

If you did not want any holidays designated for Mother every year, you would make no choice and click “OK” to proceed to the next question.

4. **Christmas holiday** - You can allocate Christmas Eve and Christmas Day to a parent every year if you wish by selecting appropriately in the previous question. You will also be asked a separate question regarding the Christmas holiday as a whole. If you want to alter-
nate the holiday each year, you should select 1, 2 or 3 from the following menu:

For example, if you choose 1 from the above menu, the following paragraph will be inserted. (NOTE: The language in italics indicates default language suggested by the program, which you can change while you’re assembling the MSA.)

In odd-numbered years, Father shall have the right of visitation beginning at 6:00 p.m. on the day that school is dismissed for the Christmas holiday and ending on December 26 at 11:00 a.m., and Mother shall have the right of visitation beginning on December 26 at 11:00 a.m. and ending at 6:00 p.m. on the day before school resumes following the holiday. In even-numbered years, Mother shall have the right of visitation beginning at 6:00 p.m. on the day that school is dismissed for the Christmas holiday and ending on December 26 at 11:00 a.m., and Father shall have the right of visitation beginning on December 26 at 11:00 a.m. and ending at 6:00 p.m. on the day before school resumes following the holiday.

If you previously selected Christmas Eve and/or Christmas Day as one parent’s every year, then any provision you choose in the above question regarding Christmas holiday vacation will be made subject to the parent’s visitation specified for Christmas Eve and/or Christmas Day.

B. Use standard schedule.

For a fast and efficient way to generate a Parenting Schedule, you can select the option, “Use standard schedule”.

If you select this option then a schedule will be generated AUTOMATICALLY to include visitation for the following: (a) weekends; (b) Wednesday evenings (when the parties reside less than 100 miles apart); (c) Christmas; (d) Thanksgiving; (e) Spring Break; (f) Summer vacation; (g) Child’s birthday; (h) Mother’s Day; and (i) Father’s Day. You will also automatically receive alternative provisions if the parents reside more than 100 miles apart (whether now or in the future).

C. Rotating custody schedule.

For rotating custody, a provision for a “Rotating schedule” (such as alternating weeks) will automatically be inserted. If you select “Other specific holidays” in the following menu, you will have the same options to allocate specific holidays between the parents, as discussed above:
Since weekend visitation for one parent would be inconsistent with rotating custody, there are no options to: (a) include weekends in a Parenting Schedule, nor (b) generate a standard schedule as discussed above.

D. Other Provisions. You can also include any of the following general terms or conditions:

1. Pick up and drop off of child (e.g., residence of parent, or at neutral location);
2. Transportation; and/or
3. In event of relocation of parent, terms of Parenting Schedule to change.

A number of other standard general provisions regarding the Parenting Schedule are automatically inserted, including: (a) personal effects of the child; (b) designation of competent adult for pick up and return; (c) notice of inability to exercise visitation; (d) notice to school and other parent; (e) reasonable telephone contact; and (f) informed whereabouts.

III. RECOGNITION OF CHILDREN’S RIGHTS

If this option is selected, then a list of ten children’s rights are inserted, such as the right of the child “to have two parents and to love each without fear of anger or hurt from the other.”

IV. GENERAL PROVISIONS RELATING TO THE CHILDREN

You will have the opportunity to include any of the following provisions regarding the children:

- Restriction on relocation of primary residential parent;
- Restriction on removal of child from state for more than specified number of days;
- Notification of medical emergency;
- Surname of child;
- No disparagement of other parent;
- Child care arrangements (parent will check with other parent first); and/or
- Child under 14 years of age not to be left alone.

V. CHILD SUPPORT

With respect to child support, you will first indicate if agreed child support will be paid or if the parties are unable to agree.
A. **Options.** If child support will be paid, you can select any of the following options:

- 1 - Monthly child support
- 2 - Specific child-related expenses
- 3 - Monthly support for currently disabled child
- 4 - Other form of child support
- 5 - Arrearage

1. **Monthly Child Support.** If there is more than 1 child, you will be asked (1) whether the same amount of support will remain in effect until the youngest child is emancipated, or (2) if the support will be reduced each time one of the children is emancipated:

   - 1 - Set amount of child support until youngest child is emancipated
   - 2 - Reduction based on the emancipation of each child

For example, assume there are 3 children and child support is initially set at $800.00 per month. Under option (1), child support will remain at $800.00 until the youngest child is emancipated (absent modification). If you select option (2), you enter a decreased amount to take effect when the first child has been emancipated (e.g., $700.00 per month), and again when the second child has been emancipated (e.g., $600.00).

2. **Specific Child-Related Expenses.** If you select “Specific Child-Related Expenses”, you will have the opportunity to define these (e.g., “all expenses associated with the child’s summer baseball camp, including tuition, room and board, and spending allowance”), and indicate how they will be paid:

3. **Monthly Support for Currently Disabled Child.** If you select this option, then monthly support will be provided for any disabled child or children without regard to age or marital status.
4. **Other Form of Child Support.** If you select this option, then you will have the opportunity to make special provision for alternative child support.

5. **Arrearage.** This option will permit you to set out the amount of a child support arrearage, and any agreement between the parties for repayment:

![Select Method of Payment for Child Support](image1)

**B. Other provisions.** You also can include any of the following regarding child support:

![Select Other Provisions](image2)

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**VI. INSURANCE AND HEALTH CARE EXPENSES**

You will have options to provide for the children’s health care (a) as a military dependent, (b) with health insurance and dental insurance, available through group coverage and/or a private policy, and/or (c) allocating the parties’ responsibilities for health care expenses not covered by insurance.

**A. As Military Dependent.** You will then indicate if health care will be provided through the military benefits of one or both parents:
If you select 1, 2 or 3, the MSA will require the selected parent(s) to maintain the children’s military ID cards in current status and to deliver them to the other parent, along with any other forms necessary to provide health care through military facilities. Additional provisions for health and dental insurance may still be selected, and this insurance is considered to be provided in addition to coverage as a military dependent.

B. Health Insurance. You are then asked the following:

1. Group coverage - you will be asked another question regarding the responsibilities of the parties with respect to obtaining and payment, explained more fully below.

2. Private policy - you will be asked (a) if you want to state in the MSA that “Group coverage is not reasonably available” and (b) to determine who will obtain the policy and pay the premiums.

3. Both - you will be asked additional questions regarding the responsibilities of the parties for both group insurance coverage and for private insurance, and the private policy will be referred to as “supplemental insurance.”
C. Obtaining Group Coverage and Payment.

The available options of the parties for obtaining group coverage and its payment are as follows:

D. Dental Insurance. As with Health Insurance, you are asked to select whether such insurance will be provided under group coverage and/or a private policy, and who will be responsible for obtaining the policy and paying the premiums.

E. Uncovered Health Care Expenses. These expenses are defined as:

... all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the children, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments.

You can allocate the parties’ responsibilities regarding Uncovered Health Care Expenses as follows:

F. Other Provisions.

If applicable, the MSA will also include detailed provisions that relate to the cooperation of the parties
with each other in supplying forms, submitting of claims, and exchanging proof of insurance and other insurance information.

VII. EXPENSES OF POST-SECONDARY EDUCATION

If you select this area to be addressed, then a detailed definition of “Post-Secondary Education Expenses” will be inserted, and a list of specific conditions for payment will be inserted (e.g., child must be a full-time student, must maintain at least a minimum grade point average, etc.). You may also specifically indicate (a) if the obligation will or will not be considered child support, and (b) whether the child may enforce the obligation.

You can fix the responsibilities of one or both parties for payment of such expenses in the following manner:

VIII. PROPERTY OF CHILDREN

You also have the option to list specific property for each child, and any such items are specifically excepted from the division of the marital property.

IX. REAL ESTATE

You will be asked to indicate which items are to be covered in the MSA:

If there are no real estate or mortgage issues to be addressed in the MSA, you would make no choice and click “OK” to proceed to the next question.
A. **Home.** For convenient shorthand references, you will identify the marital home (and other real estate) by short names, such as “Family Home on Maple Street.”

You can select from among the following dispositions:

1. Awarded entirely to one party - this will confer the entire interest outright to the selected party. You will also be asked to select any additional provisions you wish to insert including:

   ![Select Disposition of Family Home on Maple Street]

   - 1 - Entirely to Husband
   - 2 - Entirely to Wife
   - 3 - Immediate sale
   - 4 - Sale in the future
   - 5 - Other disposition
   - 6 - Unable to agree

2. Immediate sale - to occur upon the execution of the Agreement or soon thereafter; and you will be asked:

   a. if a party will have possession of the home until sold;
   b. to select terms of the sale (with or without a broker);
   c. to indicate liability for taxes, insurance, maintenance, and repairs; and
   d. how the proceeds will be allocated (divided between the parties, or used to pay specific debt).

3. Sale in the future - to occur after a party has the use of the home for some period of time. If the parties have children, then the MSA will provide that the home will be sold when the earliest of: (a) termination of child support obligation; (b) youngest child has been emancipated; or (c) remarriage or death of the party in possession. If there are no children, you will specify the future event or date triggering the sale. You will be asked the same questions as for immediate sale (who will have possession, terms of sale, liability for repairs, division of proceeds).
4. Mortgages on home. For each mortgage, you will be asked to choose one of the following:

1. Assumed by the party receiving the Home  
2. Assumed by other party as alimony or spousal support  
3. Assumed by other party, no reference to alimony  
4. Other provision  
5. No disposition  
6. Unable to agree  

**B. Other Real Estate and Mortgages.** For each parcel of real estate, other than the home, you will again select the disposition of the property (entirely to one party, immediate or future sale, other disposition, or unable to agree) and the appropriate provision for any mortgage on the property (one party to assume the mortgage, liability to be shared, other disposition, unable to agree).

**X. RETIREMENT**

Your options for addressing any retirement assets of the parties are reflected in the next question:

**A. General Award.** If you select this, a statement is made to the effect that each party will retain all benefits existing as a result of his or her employment, and no specific retirement plans will be identified.
B. Each plan to be specifically identified and awarded. You will be asked to list each retirement plan or interest (e.g., “ABC Profit Sharing Plan”), and for each such plan you will be asked the following question:

Appropriate provisions are inserted depending on your selection. You can also insert provisions regarding payment under a Qualified Domestic Relations Order (“QDRO”) for each plan if you wish.

C. Military Retirement. You can also provide for the division of current or future military retirement pay of a spouse by awarding a percentage or a fixed rate to the other spouse (and health care and commissary privileges, if applicable).

XI. OTHER ASSETS AND LIABILITIES

A. Options.

You are first asked how the division of any other assets and liabilities will be reflected in the MSA:

1. List assets and liabilities for each party - Choose this option if you would like to insert general categories of items conveniently offered by ProDoc (e.g., “Cash in the possession of Wife”), OR use asset and liability information previously entered using the Family Law PowerPack Financial Affidavit and/or Equitable Distribution programs, OR divide assets in kind, and/or sell items. Details are more fully explained below.
ARTICLE XI  OTHER ASSETS AND LIABILITIES

2. Simple division of property, no specific items listed – you could choose this option if there are no property issues and/or if the parties have only personal effects that have already been divided, and the following language will be inserted:

The parties have already divided all marital property in an agreeable and satisfactory manner prior to the execution of this Agreement. Each party shall have exclusive ownership in all items of property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

3. Insert your own lists or schedules – if you select this option, then the appropriate language for the division of assets and liabilities will be inserted, and you will be provided a field to enter your own text.

B. List assets and liabilities for each party.

1. WITHOUT information from the Family Law PowerPack Financial Affidavit and/or Equitable Distribution programs - If you have not previously entered the parties’ asset and liability information in the Family Law Financial Affidavit through the PowerPack program or by assembling the Financial Affidavit form, then you will get a question for Husband and for Wife that contains five general categories of items (along with a sixth option to list specific items), as follows:

The category selections in the menu above correspond to the language indicated below, which will list items conferred to the Husband in the MSA:

1 - All sums of cash in the possession of Husband or subject to his sole control.

2 - All household furnishings and appliances in the possession of Husband or subject to his sole control.

3 - All clothing, jewelry and personal effects in the possession of Husband or subject to his sole control.

4 - All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Husband’s sole name or from which Husband has the sole right to withdraw funds or which are subject to Husband’s sole control.
5 - All stocks, bonds, mutual funds, and securities in Husband’s sole name, together with any dividends, splits, and other rights and privileges in connection therewith.

Selection of the general categories can be a convenient way to generate the division of assets and liabilities if there is no disagreement between the parties.

If you select “6 – Specific assets or items to be listed”, then you can enter specific items in addition to any general categories that are inserted. You can select a general category to be inserted AND list specific items within that category if you wish. For example, you could select both (a) the category “Household furnishings, appliances in the possession of Husband”, and then (b) type in one or more specific items within that category (e.g., “Oak dining room table”) for additional specificity.

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**TIP**

If any assets or liabilities will be SPECIFICALLY DESCRIBED in the Agreement, it is HIGHLY RECOMMENDED that you use the Family Law PowerPack programs.

First record all such items in the Family Law Financial Affidavit program. Then open the Equitable Distribution System program and all of the assets and liabilities from the Financial Affidavit will already be in that program. You can make any changes, and then allocate the assets and liabilities, item-by-item, to the parties in a user-friendly format. (If you do not need a Financial Affidavit, start with the Equitable Distribution Program and enter all information there.) You can run alternate scenarios to test different allocation plans.

When you are satisfied with your division you may assemble the MSA, with or without an associated judgment, directly from the program. You will not be asked about the property again. Or, you may save the information for later assembly of the MSA and/or judgment. The data will assist you to generate lists of items for the MSA rapidly and efficiently, as shown below.

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2. WITH information from the Family Law PowerPack Financial Affidavit - If you have entered the parties’ asset and liability information in the Family Law Financial Affidavit and/or the Equitable Distribution System, then the menu will include the assets (along with the five general categories of items) for fast and convenient selection, as shown in the following example:
Information regarding the parties’ liabilities previously entered in the Family Law PowerPack will also be used to generate menus you can use to select for each party:

C. **Items To Be Divided In-kind or Sold.**

You can also provide for assets to be divided in kind, or sold, or both:

1. **Divided in-kind** - if you select this, you will identify the items and for each, you will be able to specify a percentage of the item going to Husband and a percentage to Wife.

2. **Sold** - if you select this, you can provide for the sale of selected assets, and determine whether the proceeds will be used to pay specified debts or simply split between the parties.

3. **WITH information from the Family Law PowerPack** - if you have previously entered the parties’ asset and liability information in the Family Law Financial Affidavit and/or the Equitable Distribution System, then you will be provided menus that contain this information. You will be able to select these items quickly, conveniently, and efficiently.
D. Other Provisions.

The following additional provisions can be included if you wish:

1. Equalizing payment – can be selected if a party will be making a cash payment to the other party by lump sum and/or by installments.

2. Family pets – can be used to make provision for the family pets.

3. Unable to agree – may be chosen if there are items of disagreement, to be resolved by the Court. Again, if you have previously entered the parties’ asset and liability information in the Family Law Financial Affidavit, then you will be provided menus that contain this information. You will be able to select these items quickly, conveniently, and efficiently.

4. Other provisions automatically inserted – the following terms are inserted automatically: (a) each party has made full and complete disclosure of financial information; (b) each party will provide other information and execute all required documents; and (c) nondischargeability of provisions in bankruptcy.

XII. ALIMONY
ARTICLE XII ... ALIMONY

A. **Options.** You will initially select from the following options:

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<thead>
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<tbody>
<tr>
<td><strong>1</strong></td>
<td>Permanent</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Rehabilitative</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Bridge-the-gap / transitional</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Temporary</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Not designated</td>
</tr>
</tbody>
</table>

If alimony will be paid, you will first select who is the paying party, and then you will indicate how the alimony will be characterized:

B. **Form of alimony.** Then you will choose any combination in which alimony will be made:

C. **Termination.** If you select “1 – Monthly payments” or “3 – Monthly maintenance” (such as mortgage

<table>
<thead>
<tr>
<th>Question: SELECT the events, if any, upon which PAYMENT of MONTHLY MAINTENANCE will TERMINATE:</th>
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<tbody>
<tr>
<td><strong>Answer:</strong></td>
</tr>
<tr>
<td><strong>1</strong> - Death of recipient</td>
</tr>
<tr>
<td><strong>2</strong> - Remarriage of recipient</td>
</tr>
<tr>
<td><strong>3</strong> - Disability of paying party</td>
</tr>
<tr>
<td><strong>4</strong> - Death of paying party</td>
</tr>
<tr>
<td><strong>5</strong> - Recipient cohabits or permanently resides with opposite sex</td>
</tr>
<tr>
<td><strong>6</strong> - Specified date</td>
</tr>
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<td><strong>7</strong> - Other event</td>
</tr>
</tbody>
</table>
payment, rent, utilities, health insurance, or other form specified by you), then you will have the option to determine any event(s) that would terminate the obligation:

D. Other provisions. You can include any of the following miscellaneous provisions regarding alimony:

XIII. TAX ISSUES

You can enter standard or detailed provisions regarding tax issues of the parties for (a) the tax year in which the marriage will be dissolved, (b) the tax year prior to the year of dissolution, and (c) dependency exemptions in future years.

A. Tax Year of Dissolution.

After entering the year in which the marriage of the parties will be dissolved, you will be asked to select the appropriate provision:

1. Standard provisions – the Agreement will provide for the parties to file separate tax
returns, in accordance with the Internal Revenue Code, along with standard provisions regarding income, tax payments, and liability.

ARTICLE XII  ... TAX ISSUES

2. Detailed provisions – you will have the opportunity the pick and choose specific and detailed provisions unique to your situation: For each selection made in the above menu, you will be asked additional questions to specify the detailed provisions.

B. Tax Year Prior to Year of Dissolution.

If necessary, you can enter appropriate provisions for the tax year prior to the year in which the dissolution is to occur (such as when the marriage will be dissolved before the parties have filed their tax return for the preceding tax year):

1. Standard provisions, married filing joint - standard provisions for this filing status will be inserted, and the parties will equally share any tax refund or tax liability.

2. Standard provisions, married filing separate - standard provisions for this filing status
will be inserted, including for each party to (a) file separate returns, (b) pay his or her own tax liability, and (c) indemnify the other party for his or her own taxes, assessments, etc.

ARTICLE XIV  ... COSTS OF COURT AND ATTORNEY’S FEES

3. Detailed provisions - you will have the option to pick and choose specific and detailed provisions unique to your situation:
   For each selection made in the above menu, you will be asked additional questions to specify the detailed provisions.

C. Other Provisions. If you wish, you can also reflect the agreement of the parties regarding the dependency exemption in future years. Provisions that are automatically inserted include (1) attorney disclaimer as tax expert, (2) exchange of information and cooperation in filing tax returns, (3) preservation of information, and (4) no waiver of “innocent spouse” provisions.

XIV. COSTS OF COURT AND ATTORNEY’S FEES

You can provide for court costs and attorney’s fees as follows:
If you select “2 – Specific provisions for payment”, then you be asked further questions to determine which party will be responsible for court costs and for attorney’s fees.
ARTICLE XV ... MISCELLANEOUS PROVISIONS

If one party will be directed to pay attorney’s fees on behalf of the other party, you can provide that payment will be made to the other party or directly to the other party’s attorney.

XV. MISCELLANEOUS PROVISIONS

A. Confidentiality. If appropriate for your situation, you can include one or both of the following terms regarding confidentiality:

B. Exchange of Information. If children are involved, or child support and/or alimony will be paid, you may include provisions requiring each party to notify the other regarding: (a) any change in contact information (marital status, addresses, telephone numbers, and employment information), and/or (b) information regarding income (tax returns, W-2s, 1099s, etc.):

C. General Provisions. The following terms and provisions are automatically inserted in the MSA:

1. mutual release;
2. parties will attempt to mediate future disputes
3. reconciliation does not abrogate agreement;
4. no oral agreements;
5. no waiver of breach;
6. severability;
7. other acts necessary to effectuate agreement;
8. survival of agreement, no merger; and
9. enforceability.

SEE SECTION II FOR ACTUAL LANGUAGE OF THE MSA