

**IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA**

| | | |
|------------|---|-------------------|
| _____ , |) | CIVIL ACTION FILE |
| Plaintiff, |) | NO. |
| v. |) | |
| _____ , |) | |
| Defendant. |) | |

SETTLEMENT AGREEMENT WITHOUT CHILDREN

This is an agreement by and between _____ (hereinafter referred to as “Plaintiff”) and _____ (hereinafter referred to as “Defendant”).

WHEREAS, the parties are married but are currently living in a bona fide state of separation;

WHEREAS, the parties desire to settle between themselves all questions of division of property, alimony, and all other rights and obligations arising out of their marital relationship;

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Separation

The parties shall continue to live separate and apart and each shall be free from interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

2. Alimony

The Plaintiff/ Defendant shall pay to the Plaintiff/ Defendant as alimony the sum of \$ _____ per week/month, to be paid beginning on _____ [Date] and to continue thereafter until the Plaintiff/ Defendant remarries or dies.

The parties hereby expressly waive alimony for the past, present and future.

3. Division of Property

- The parties have no marital property subject to equitable division.
- The parties have previously divided their marital property to their mutual satisfaction.
- The parties acknowledge that they possess various items of jointly owned property,

which shall be divided as follows:

- 1) To the Plaintiff:

- 2) To the Defendant:

4. Division of Debts

- The parties acknowledge that they have no outstanding joint debts.
- The parties agree to the division of debts as indicated below:

| Creditor | Amount | Responsible Party |
|----------|--------|-------------------|
| | | |
| | | |
| | | |
| | | |

The responsible party for each of the above listed debts hereby indemnifies and holds harmless the non-responsible party from any collection on these obligations.

5. Custody and Visitation

- There are no minor children of the marriage and the Wife is not now pregnant.
- This issue has been addressed in the attached Permanent Parenting Plan which is hereby made a part of this Settlement Agreement as if fully set forth here.

6. Child Support and Income Deductions

- There are no minor children of the marriage and the Wife is not now pregnant.

8. Voluntariness of Agreement

The parties acknowledge that they have entered into this Agreement freely and voluntarily, and that it is not the result of any duress or any undue influence. We understand that we do not have to enter into this Agreement, , that we have the right to seek independent review by other counsel, and that we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand that we have the right to certain discovery procedures that may reveal other income or assets of the other party. We have agreed to enter into this Agreement based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering all of this, we have decided to enter into this Agreement freely and voluntarily.

9. Binding Agreement

The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence. This Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

10. Agreement enforceable with or without divorce

It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either party shall bring or maintain an action for dissolution of the marital relationship, this Agreement shall be presented to the court and incorporated by reference into any judgment or decree concerning the matters provided herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

11. Merger

This written Settlement Agreement constitutes the sole and entire agreement between the parties and no modification of this contract shall be binding unless it is in writing, attached hereto and signed by all parties to this agreement. Representations, promises or inducements not included in this contract shall not be binding upon any party hereto.

Plaintiff's Signature

Sworn to and subscribed before me
This _____ day of _____, 20_____.

Notary Public, State of Georgia
My Commission Expires _____.

Defendant's Signature

Sworn to and subscribed before me
This _____ day of _____, 20_____.

Notary Public, State of Georgia
My Commission Expires _____.