

**IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA**

_____	)	
Plaintiff,	)	
	)	<b>CIVIL ACTION FILE</b>
v.	)	
	)	No. _____
_____	)	
Defendant.	)	

**SETTLEMENT AGREEMENT WITH MINOR CHILDREN**

We, \_\_\_\_\_ (referred to here as "Plaintiff") and  
\_\_\_\_\_ (referred to here as "Defendant") certify the  
following statements are true:

A. We are married but are now living in a state of separation because of irreconcilable differences with no chance of staying together;

B. We have \_\_\_\_\_ minor children together, who are listed below:

<u>Child's Name</u>	<u>Child's Year of Birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

C. We have freely and voluntarily defined our respective rights and obligations with respect to alimony, property, assets, debts, and so forth in good faith and full disclosure.

THEREFORE, in in consideration of the mutual promises and declarations in this agreement, the parties AGREE AS FOLLOWS:

**1. Separation**

The parties shall continue to live apart and each one shall be from all interference and control by the other, as if unmarried, and each may reside at such places as her or she may choose.

2. Child Custody and Visitation

[Note: The *Permanent Parenting Plan* must be filed in all cases involving child custody.]

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.

3. Child Support - Amount

[Note: *Child Support Worksheets* must be filed in all cases involving child custody.]

- See the Georgia Child Support Commission's website at <http://csc.georgiacourts.gov/>

[Note: If Both parties are in agreement as to the child support amount, financial affidavits are not required.]

This issue has been addressed in the attached *Child Support Worksheets* which are hereby made a part of this *Settlement Agreement* as if fully set forth here.

4. Child Support - Duration

[*Check only one* of the following, either a), b), or c).]

- a) **Beyond Age 18 for High School** - Child support shall continue to be paid until all children reach the age of eighteen, die, marry, or otherwise become emancipated; provided that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.
  
- b) **Stops at Age 18** – Child support shall continue to be paid until all children reach the age of eighteen, die, marry, or otherwise become emancipated.
  
- c) **Until Specific Date** – Child support shall continue to be paid until the following date: \_\_\_\_\_.

5. Health Insurance and Other Health Care Expenses for the Children

[*Check & fully complete only one* of the following, either a) or b)]

- a) **Insurance Available** – The following types of insurance for the children involved in this action is available at reasonable cost to the \_\_\_\_\_:

- Health (medical, mental health, and hospitalization)  Dental  Vision

So long as it remains available to that parent, the \_\_\_\_\_ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen, dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years

old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

(1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.

(2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

b) **Insurance Not Available** - Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:

Health (medical, mental health, and hospitalization)  Dental  Vision

When insurance has been obtained by either party, Paragraph 5(a)(2) shall apply.

#### **6. Uninsured Health Care Expenses for the Children**

The Plaintiff shall pay \_\_\_\_\_ % and the Defendant shall pay \_\_\_\_\_% of all expenses incurred for the children's health care (including medical, dental, mental health, hospital and vision care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within fifteen (15) days after receiving the verification of a particular health care expenses.

#### **7. Life Insurance for the Benefit of the Children**

The minor children depend on the  Plaintiff  Defendant for support and, thus, the  Plaintiff  Defendant should maintain a policy of insurance on their life, with a face amount of \$\_\_\_\_\_, for the benefit of the minor children. They should maintain the policy until our youngest child reaches the age of majority or is otherwise no longer entitled to child support.

**8. Alimony**

[*Check only one of the following, either a), b), or c).*]

- a) Each party expressly waives the right to receive alimony from the other party.
  
- b) The \_\_\_\_\_ shall pay to the \_\_\_\_\_ in alimony the sum of \$ \_\_\_\_\_ per [*select one*]  month;  semi-monthly;  biweekly; or  weekly **BEGINNING** on \_\_\_\_\_ and **CONTINUING UNTIL:**
  - The recipient remarries or dies;
  - For a period of \_\_\_\_\_ or until (date) \_\_\_\_\_, 20\_\_\_\_\_.
  
- c) The parties wish for the Court to determine alimony.

**9. Income Deduction Order**

[*Check & complete only one of the following, either a) or b)*]

- a) An *Income Deduction Order* shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of child support and alimony (if any). That order shall take effect:
  - [*To finish a), you must check either (1) or (2). Do not check both.*]
  - (1) Immediately upon entry by the Court.
  
  - (2) Upon accrual of a delinquency equal to one month's support. The Income Deduction Order may be enforced by serving a "Notice of Delinquency" as provided in O.C.G.A. § 19-6-32(f).
  
- b) The parties agree that an *Income Deduction Order* is not immediately necessary.

**10. Property Division**

[*Check only one of the following, either a), b), or c).*]

- a) We have already divided our marital property and we are both satisfied with the division. Neither party shall claim any of the property currently in possession of the other party as of the date of signing this agreement.
  
- b) The Defendant and I did not acquire property together during our marriage.
  
- c) The Defendant and I acquired the following property during our marriage, and we agree to transfer possession and title as follows:

(1) **Marital Home** located at \_\_\_\_\_ shall be conveyed to the \_\_\_\_\_ in fee simple. The \_\_\_\_\_ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of \_\_\_\_\_.

[*Check the following if applicable*]

(A) The \_\_\_\_\_ shall have a lien against the home in the amount of \$\_\_\_\_\_. Upon the sale or transfer of the home, the lien shall be paid.

(B) The \_\_\_\_\_ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the \_\_\_\_\_ shall no longer be liable on the mortgage loan(s). If the \_\_\_\_\_ is not able to refinance by \_\_\_\_\_, 20\_\_\_\_, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

(2) **Other Real Estate**, located at: \_\_\_\_\_ shall be conveyed to the \_\_\_\_\_.

(3) **Motor Vehicles**: The party listed below for each vehicle shall assume responsibility for all car loan payments, taxes, insurance, and other fees.

<u>Year/Make/Model of Vehicle</u>	<u>Goes to</u>
_____	_____
_____	_____
_____	_____
_____	_____

(4) **Bank Accounts and/or Other Investments**:

[*List bank name and last 4 digits of the account number*]

<u>Account</u>	<u>Goes to</u>
_____	_____
_____	_____
_____	_____

(5) **Other Personal Property**: The parties acknowledge that the following property shall be transferred to the other party on or before \_\_\_\_\_, 20 \_\_\_\_.

To the Plaintiff: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

To the Defendant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- (6) We have listed additional property on a separate paper that we have attached to this *Settlement Agreement*.

Except as otherwise provided in this Agreement, the transfers listed above shall be completed no later than \_\_\_\_\_, 20\_\_\_\_, and each party shall execute all documents necessary to promptly complete the transfer. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement, except as provided in this Agreement.

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired.

**11. Debts** [Check only one of the following, either a) or b).]

- a) The parties acknowledge that they have no outstanding debts together.
- b) The responsibility for payment of the parties' joint debts shall be as follows:

<u>Creditor</u>	<u>Balance Owed</u>	<u>Who Should Pay</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all fees and costs of collection which the other party may incur as a result of the legal action.

**12. Completeness of Agreement**

This Agreement constitutes the entire understanding of the parties. Except as specifically provided herein, no modification or waiver of the terms of this Agreement shall be made except with the express written consent of the other party, and each party hereby waives any past, present or future claim or right which he may have against the other party.

**13. Effect of Divorce**

Both parties understand that this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the Court and incorporated by reference into any judgment concerning the matters above by the Agreement. Even if it becomes part of a divorce judgment, this Agreement shall survive and can be enforced independently from the judgment of divorce.

\_\_\_\_\_  
Plaintiff [*Sign in front of a Notary*]

\_\_\_\_\_  
Defendant [*Sign in front of a Notary*]

Name [*Print*]: \_\_\_\_\_

Name [*Print*]: \_\_\_\_\_

Sworn to and signed before me, this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to and signed before me, this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_