

IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY

STATE OF GEORGIA

\_\_\_\_\_,

Plaintiff,

v.

\_\_\_\_\_,

Defendant.

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Civil Action No. \_\_\_\_\_

**SETTLEMENT AGREEMENT WITHOUT MINOR CHILDREN**

This is an agreement between the Plaintiff and Defendant, who are lawfully married. The parties are married but currently separated. They have no minor children together and neither of them is currently pregnant.

The parties want to settle between themselves all questions of alimony, division of property, debts and all other rights and obligations arising out of their marital relationship.

THEREFORE, 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 free from all interference and control by the other, as fully as if unmarried, and each may reside in such places as he or she may choose.

\_\_\_\_\_  
Plaintiff's Initials

\_\_\_\_\_  
Defendant's Initials

2.

**ALIMONY**

(Check and complete only one)

- (a) The parties agree to alimony as follows:

Start Date	Person Paying Alimony	Person Receiving Alimony	Monthly Amount

Alimony shall continue: (To finish (a), you must check and complete either (1) **or** (2).

- (1) until the recipient remarries or dies.
- (2) for a period of \_\_\_\_\_  months  
 years.
- (b) Each party expressly waives the right to receive alimony from the other party.

3.

**PROPERTY DIVISION**

(Check and complete only one – do not list complete account numbers)

- (a) The parties acknowledge that they have already made a division of their marital property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement.
- (b) The parties acknowledge that they did not obtain any property during their marriage.

\_\_\_\_\_  
Plaintiff's Initials

\_\_\_\_\_  
Defendant's Initials

(c) The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Agreement. The parties agree to transfer possession and title to their property as follows:

**Note: If you have chosen (c), check and complete only the parts that apply from (1) through (4), below. Cross out the parts that do not apply.**

(1) Marital home – The marital home of the parties, located at the following address: \_\_\_\_\_.

The legal description is included on the deed which is attached to this Agreement as Exhibit A.

Person giving up ownership of the property (“Grantor”): \_\_\_\_\_

Person obtaining rights to the property (“Grantee”): \_\_\_\_\_

The Grantor conveys the above referenced property to the Grantee in fee simple. Unless otherwise set forth herein, the Grantee shall be responsible for all taxes, assessments and mortgage payments on the home after the date this Agreement is signed by both parties.

Other agreements concerning the marital home are set forth below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Mobile Home – the parties agree to the transfer of their mobile home as follows:

Grantor	Grantee	VIN#	Description

\_\_\_\_\_  
Plaintiff's Initials

\_\_\_\_\_  
Defendant's Initials

Unless otherwise set forth herein, the Grantee shall be responsible for all loan payments on the mobile home after the date this Agreement has been signed by both parties.

(3) Vehicles – The vehicles owned by the parties shall be transferred or retained as follows:

<b>Year, Make, Model</b>	<b>VIN Number</b>	<b>Goes to</b>

Unless otherwise set forth herein, the party listed above for each vehicle shall be responsible for all car loan payments, *ad valorem* taxes, registration fees and insurance on that vehicle accruing after the date this Agreement has been signed by both parties.

Other Personal Property – The parties acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, within 30 days after this Agreement has been signed by both parties.

**To the Plaintiff –**

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\_\_\_\_\_  
Plaintiff's Initials

\_\_\_\_\_  
Defendant's Initials

**To the Defendant –**

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Except as otherwise specifically provided in this Agreement, the transfers listed above shall be completed no later than 60 days after the date this Agreement has been signed by both parties, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete the transfers required by this Agreement, this Agreement shall constitute and operate as the properly executed document. All public and private officials are directed to accept a properly certified copy of this Agreement in lieu of the document regularly required for conveyance or transfer.

Except as provide in this Agreement, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. 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.

4.

**DEBTS**

(Check and complete only one of these – do not include complete account numbers)

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

\_\_\_\_\_  
Plaintiff's Initials

\_\_\_\_\_  
Defendant's Initials

Creditor	Amount	Responsible Party

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 and hold the other party harmless and, in addition, shall pay all attorney’s fees and costs of collection which the other party may incur as a result of the legal action.

5.

**TAX AND BANKRUPTCY CONSTRUCTION OF 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. Therefore, it is the parties’ intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 U.S.C. § 523(a)(5), as the payments are in the nature

\_\_\_\_\_  
Plaintiff’s Initials

\_\_\_\_\_  
Defendant’s Initials

of spousal or child support and maintenance. Alternatively, the payments shall be non-dischargeable in bankruptcy under 11 U.S.C. § 523(a)(15).

6.

### **RESTRAINING ORDER**

Optional – check only if applicable

Each party shall be permanently restraining and enjoined from doing, or attempting to do, or threatening to do, any act of injury, maltreating, molesting, following, harassing, abusing the other party. The parties are not to interfere with the other party's travel, transportation, or communication. Each party shall not follow, place under surveillance or contact the other party for the purpose of harassment or intimidation.

7.

### **MISCELLANEOUS**

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 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.

This Agreement constitutes the entire understanding of the parties. There are no representations or promises other than those expressly included in this Agreement. Each party

\_\_\_\_\_  
Plaintiff's Initials

\_\_\_\_\_  
Defendant's Initials

hereby states under oath that the financial representations in this Agreement are accurate and complete, to the best of that party's information, knowledge and belief.

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 covered 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's Signature

Personally appeared before me this day, the Plaintiff, who said under oath that s/he read this agreement, understood it, and was signing it voluntarily in my presence.

\_\_\_\_\_  
Defendant's Signature

Personally appeared before me this day the Defendant, who said under oath that s/he read this agreement, understood it, and was signing it voluntarily in my presence.

\_\_\_\_\_  
**NOTARY PUBLIC**

Date: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Date: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff's Initials

\_\_\_\_\_  
Defendant's Initials