

Case Name: _____

Case Number: _____

MARITAL SETTLEMENT AGREEMENT - Addendum to Judgment

This Agreement is made with reference to the following facts:

1. The parties were married or registered as domestic partners on _____. Irreconcilable differences have arisen between the parties; as a result, they separated and ceased to live together as husband and wife (or domestic partners) on _____, which is _____ years and _____ months from the date of their marriage. They now agree and intend to live apart permanently.
2. The parties have _____ minor child(ren) of their marriage.
3. The parties acknowledge that with this Agreement they intend to effect a complete and final division of their property (and in doing so, have endeavored to make an equal division of their community property and recognition that such division should result in no taxable transfer by either), and to resolve all rights and obligations relating to spousal support and maintenance. The parties also intend to relinquish any and all past, present, or future claims that each may have against the property or estate of the other and his or her executors, administrators, representatives, successors and assigns, except as otherwise provided herein.
4. Each of the parties declares and agrees that he or she has read this Agreement and fully understands the same, and each of the parties agrees that the execution of this Agreement shall be and is intended to be a full, complete, and final adjustment of all property rights of the parties existing as of the date hereof and supersedes any prior written or oral agreement between the parties. Each of the parties further agrees that this Agreement is made and entered into by him or her of his or her own volition and with full knowledge of its legal effect. By signing in execution hereof each party agrees that this Agreement is made at his or her own individual and mutual request and after full and thoughtful consideration.
5. The following issues are resolved by virtue of this Agreement (*check only those that apply*):
 - CHILD CUSTODY AND VISITATION:**
 - Was previously established in Case _____ in _____ County.
 - Will stay the same as previously ordered in this case and attached hereto.
 - Is Amended Is established as set forth in **FL-341**, attached.
 - CHILD SUPPORT**
 - Was previously established in Case _____ in _____ County.
 - Will stay the same Is Amended Is established as set forth in **FL-342**, which is attached hereto and hereby incorporated by reference.
 - Is reserved effective forthwith upon entry of Judgment.

SPOUSAL SUPPORT

- Is set forth in **FL-343**, which is attached hereto and hereby incorporated by reference.
- Is terminated as to Petitioner Respondent
- The Court's jurisdiction is reserved as to Petitioner Respondent, until the remarriage of that party, either party's death, or modification or termination by Court order, whichever occurs first.
- This is a long-term marriage (over 10 years).** We each waive all right or claim which we may now have to receive support from the other. No court shall have jurisdiction to award spousal support at any time regardless of any circumstances that may arise. We understand that either of us could ask the court to retain jurisdiction over the subject of spousal support. We are informed and aware that, if requested by either party, the court is required by law to reserve spousal support for long-term marriages of over ten years, and may be disposed to do so for marriages shorter than ten years. Even so, we each waive the right to receive spousal support now or at any time in the future.

- PROPERTY DIVISION is listed in the attached **Property Division Exhibit**, which is attached hereto and hereby incorporated, or
 - The parties agree that there are no community assets or property subject to division.
 - The parties agree that all assets and debts in the possession and control of each party will be confirmed to that party.

6. The parties hereby agree that the following may be incorporated into a final Judgment and made an order of the Court and may be signed by a Court Commissioner as a Judge Pro Tem.

THE UNDERSIGNED PARTIES APPROVE AS TO FORM AND CONTENT:

DATED: _____ SIGNED: _____
(PETITIONER)

NAME (printed): _____

- A DEFAULT has been entered; therefore RESPONDENT'S signature has been notarized.

DATED: _____ SIGNED: _____
(RESPONDENT)

NAME (printed): _____

**PROPERTY DIVISION EXHIBIT
RETIREMENT BENEFITS**

WAIYER OF RETIREMENT BENEFITS

Based on PETITIONER'S RESPONDENT'S employment during the marriage with _____, during the marriage a community interest arose in the following plan:

_____.

Under the terms of this agreement, that entire interest, including the right to name beneficiaries other than the employee's spouse for death and survivor benefits payable under the plan, is being awarded to the employee-spouse. The non-employee spouse is informed that, under federal law or the terms of the plan, s/he may, but for this agreement, have become entitled to survivor rights or benefits payable by the plan.

The non-employee spouse shall timely sign whatever documents, including but not limited to a stipulated Qualified Domestic Relations Order (QDRO), that may be required to implement her/his waiver of spousal rights in the plan, including whatever written consent to the employee spouse's designation of one or more alternate beneficiaries. This provision does not waive any right expressly provided in a trust agreement or beneficiary designation executed by the employee spouse after the effective date of this agreement.

DIVISION OF RETIREMENT BENEFITS

Based on PETITIONER'S RESPONDENT'S employment during the marriage with _____, during the marriage a community interest arose in the following plan:

_____.

The parties agree and will cooperate in the preparation of a Qualified Domestic Relations Order (QDRO) or retirement benefits order for each plan, which proposed order(s) shall set forth the respective community interests of the parties and govern the disposition of benefits upon qualification by the plan(s) based upon the *time rule*. The court shall reserve jurisdiction over the preparation of the order(s), and division of said retirement benefits.

**PROPERTY DIVISION EXHIBIT
EQUALIZATION OF PROPERTY DIVISION**

(select all that apply)

- To equalize the division of the community property assets and debts, the Petitioner Respondent must pay to the other the sum of \$_____, payable as follows (specify):
- The Court reserves jurisdiction over the equalization of property.
- The parties agree that they have made an equal division of property and that no further equalization payment is due to either party.

OTHER PROPERTY ORDERS

The parties agree to the following additional orders: