

SEPARATION AGREEMENT

These forms may be used (if appropriate to situation) when the Petitioner and Respondent have decided issues dealing with division of property and with child custody and support (if applicable).

WARNING: DO NOT SIGN THE AGREEMENT FORM UNTIL YOU ARE ABSOLUTELY CERTAIN YOU AGREE TO ALL OF THE STATED TERMS. CONSULT AN ATTORNEY IF YOU ARE UNCERTAIN OR CONFUSED ABOUT YOUR LEGAL RIGHTS. IF YOU HAVE PENSION, ANNUITY OR OTHER PROPERTY ISSUES YOU SHOULD CONSULT AN ATTORNEY.

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

Petitioner: _____

and

Respondent: _____

**CIVIL ACTION
FILE NO:** _____

SEPARATION AGREEMENT WITH CHILDREN

This is an Agreement by and between _____ (hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband").

WITNESSETH

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

WHEREAS, there has/have been _____ child(ren) born as issue of the marriage

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

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

1.

THE PARTIES SHALL CONTINUE TO LIVE SEPARATE AND APART

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.

PHYSICAL AND LEGAL CUSTODY

The terms of the Parties' Physical and Legal Custody agreement, have been set forth in the Parenting Plan which shall be incorporated herein by reference.

3.

PARENTING TIME

The terms of the Parties' Parenting time agreement have been set forth in the Parenting Plan which shall be incorporated herein by reference.

4.

CHILD SUPPORT

The terms of the Parties' Child Support agreement have been set forth in the Child Support Addendum (or Agreement). Said Child Support Addendum (or Agreement), shall be incorporated herein by reference.

5.

ALIMONY

Circle A —OR— B (Circle Husband or Wife)

a) The Husband/ Wife shall pay to the Husband/Wife as alimony, the sum of \$_____ per month to be paid commencing on the ____ day of _____ 20____ and continuing each and every month thereafter up through _____ (insert month and year alimony is to terminate). Said alimony obligation shall terminate upon the payor's death, the payee's death, remarriage of the payee or on _____ (insert termination month and year), whichever event shall first occur.

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

PROPERTY AND DEBT DIVISION

Marital Property:

Circle A —OR— B

a) The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment and other such personalty. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.

b) The parties acknowledge that they possess real and /or personal property, which shall be divided as follows:

1) To the Wife

(a) _____

(b) _____

(c) _____

2) To the Husband

(a) _____

(b) _____

(c) _____

Note: If real property (i.e. a home) is to be transferred by one party to the other party, the transferring party shall execute a quit claim deed conveying his/her interest in that property to the other party.

Marital Debt:

Circle A —OR— B

a) The parties acknowledge that they have no outstanding joint debts.

Husband's initials _____

Wife's initials _____

b) The parties acknowledge they have the following joint debts:

Creditor	Amount of debt
_____	_____
_____	_____
_____	_____

1) The Husband shall be responsible for the following debts:

and indemnifies and holds the Wife harmless for any collections on those obligations.

2) The Wife shall be responsible for the following debts:

and indemnifies and holds the Husband harmless for any collection on those obligations.

7.

THIS AGREEMENT HAS BEEN ENTERED INTO FREELY AND VOLUNTARILY

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.

8.

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES

This Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein.

**THIS AGREEMENT SHALL BE
INCORPORATED INTO THE FINAL JUDGMENT AND DECREE**

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.

IN WITNESS WHEREOF, the parties have signed their names, this ____ day of _____, as to the Wife and this ____ day of _____, as to the Husband.

Wife

Sworn to and subscribed before me this
the ____ day of _____

NOTARY PUBLIC
My commission expires:

Husband

Sworn to and subscribed before me this
the ____ day of _____

NOTARY PUBLIC
My commission expires:

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

Petitioner: _____

and

Respondent: _____

**CIVIL ACTION
FILE NO:** _____

SEPARATION AGREEMENT WITHOUT CHILDREN

This is an Agreement by and between _____ (hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband").

WITNESSETH

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

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;

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

1.

THE PARTIES SHALL CONTINUE TO LIVE SEPARATE AND APART

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

Circle A —OR— B (AND Circle Husband or Wife)

(a) alimony, the sum of \$ _____ per month to be paid commencing on the ____ day of _____ 20__ and continuing each and every month thereafter up through

_____ (insert month and year alimony is to terminate). Said alimony obligation shall terminate upon the payor's death, the payee's death, remarriage of the payee or on _____ (insert termination month and year), whichever event shall first occur.

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

3.

PROPERTY AND DEBT DIVISION

Marital Property:

Circle A —OR— B

a) The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment and other such personalty. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.

b) The parties acknowledge that they possess real and /or personal property, which shall be divided as follows:

1) To the Wife

(a) _____

(b) _____

(c) _____

2) To the Husband

(a) _____

(b) _____

(c) _____

Note: If real property (i.e. a home) is to be transferred by one party to the other party, the transferring party shall execute a quit claim deed conveying his/her interest in that property to the other party.

Marital Debt:

Circle A —OR— B

a) The parties acknowledge that they have no outstanding joint debts.

Husband's initials _____

Wife's initials _____

Creditor

Amount of debt

1) The Husband shall be responsible for the following debts:

and indemnifies and holds the Wife harmless for any collections on those obligations.

2) The Wife shall be responsible for the following debts:

and indemnifies and holds the Husband harmless for any collection on those obligations.

4.

THIS AGREEMENT HAS BEEN ENTERED INTO FREELY AND VOLUNTARILY

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.

5.

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES

This Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein.

6.

**THIS AGREEMENT SHALL BE
INCORPORATED INTO THE FINAL JUDGMENT AND DECREE**

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.

Wife

Sworn to and subscribed before me this
the ____ day of _____

NOTARY PUBLIC
My commission expires:

Husband

Sworn to and subscribed before me this
the ____ day of _____

NOTARY PUBLIC
My commission expires:

Exhibit "A"

VISITATION SCHEDULE

The Father shall be entitled to exercise reasonable visitation with the minor child(ren) with the following minimum provisions:

- A. On every 1st, 3rd, and 5th Friday at 6:00 p.m. until the following Sunday at 6:00 p.m.;
- B. During even numbered years (1998, 2000, etc.), the Father shall have the right of visitation on the holidays delineated below:
 1. Martin Luther King's Birthday
 2. Memorial Day
 3. Labor Day
 4. Thanksgiving
 5. Second week of Christmas vacation from 2:00 PM on December 25 until New Year's Eve.
- C. During odd numbered years (1999, 2001, etc.), the Father shall have the right of visitation on the holidays delineated below:
 1. New Years Day
 2. Easter or Spring Break
 3. July 4th
 4. Halloween
 5. First week of Christmas vacation, including Christmas Day until 2:00 p.m. on December 25.
- D. During even numbered years (1998, 2000, etc.), the Mother shall have the minor child(ren) on the holidays delineated below:
 1. New Years Day
 2. Easter or Spring Break
 3. July 4th
 4. Halloween
 5. First week of Christmas vacation, including Christmas Day until 2:00 p.m. on December 25.
- E. During odd numbered years (1999, 2001, etc.), the Mother shall have the minor child(ren) on the holidays delineated below:
 1. Martin Luther King's Birthday
 2. Memorial Day
 3. Labor Day
 4. Thanksgiving
 5. Second week of Christmas vacation from 2:00 PM on December 25 until New Year's Eve.
- F. The Mother shall have the minor child(ren) on Mother's Day.
- G. The Father shall have the minor child(ren) on Father's Day.
- H. The Father shall have the right to visit with the minor(ren) child for two consecutive weeks in the Summer between June 15 and August 15. During this period, the Mother shall have the minor child(ren) on the first (1st) weekend from 6:00 PM Friday until 6:00 p.m. Sunday. The Father shall give the Mother a minimum of thirty (30) days written notice of his intent to exercise this visitation.
- I. Holiday visitation shall take precedent over weekend visitation.

NOTE TO PETITIONER: The above is a sample. You may draft your own visitation schedule to submit as Exhibit A .

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

Petitioner: _____

and

Respondent: _____

**CIVIL ACTION
FILE NO:** _____

ACKNOWLEDGMENT OF SERVICE

The undersigned Respondent hereby acknowledges service of the Summons and Petition for _____, in the above-styled case, and states that (s)he has received copies of said Summons and Petition, and Respondent hereby waives any and all further notice, service, and issuance of process.

This ____ day of _____, ____.

RESPONDENT (Sign your name here in front of the Notary)

Respondent's Name (Print): _____

Address: _____

Telephone Number: _____

Sworn to and subscribed before me this
the ____ day of _____

NOTARY PUBLIC
My commission expires:

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

Petitioner: _____

and

Respondent: _____

**CIVIL ACTION
FILE NO:** _____

CONSENT TO TRIAL 31 DAYS AFTER SERVICE

Both of the above parties, as indicated by their signatures below, consent to the hearing and granting of a divorce in this action any time thirty-one (31) days after the filing of the acknowledgment of service or after service having been perfected against the Respondent.

Petitioner Date

Sworn to and subscribed before me this
the ____ day of _____

NOTARY PUBLIC
My commission expires:

Respondent Date

Sworn to and subscribed before me this
the ____ day of _____

NOTARY PUBLIC
My commission expires:

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

Petitioner: _____

and

Respondent: _____

**CIVIL ACTION
FILE NO:** _____

FINAL JUDGMENT AND DECREE

Upon consideration of this case and evidence submitted as provided by law, it is the judgment of the court that a total divorce be granted, that is to say a divorce a vinculo matrimonii, between the parties to the above-stated case upon legal principles.

It is considered, ordered, and decreed by the court that the marriage contract entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

Petitioner and Respondent in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract, whatsoever, and both shall have the right to remarry.

The Agreement entered into between the parties dated _____ and file on _____ is incorporated by reference and made a part of this Final Judgment and Decree. Each party are ORDERED and directed to comply with the terms and conditions.

The Court restores to Petitioner/Respondent her maiden name, to wit: _____.
Decree entered this ____ day of _____

JUDGE, CLAYTON SUPERIOR COURT

IN THE SUPERIOR COURT OF CLAYTON COUNTY
STATE OF GEORGIA

_____ ,

Plaintiff,

vs.

Civil Action
Case Number

_____ ,

Defendant.

DOMESTIC RELATIONS FINANCIAL AFFIDAVIT

(1) Your Name:		Your Age:
Spouse's Name:		Spouse's Age:
Date of Marriage:	Date of Separation:	
Names and birth dates of children for whom support is to be determined in this action:		
Name	Date of Birth	Resides with
Names and birth dates of your other children:		
Name	Date of Birth	Resides with
(2) SUMMARY OF YOUR INCOME AND NEEDS: (fill out this part after you complete pages 2-5)		
A) Gross Monthly Income (from Item 3A below)		\$
B) Net Monthly Income (from Item 3B below)		\$
C) Average Monthly Expenses (Item 5A below)		\$
Monthly Payments to Creditors (Item 5B below)		\$
Total Monthly Expenses & Payments to Creditors (Item 5C below)		\$

(3) (A) YOUR GROSS MONTHLY INCOME: (Complete this section or attach Child Support Schedule A. All income must be entered based on monthly average regardless of date of receipt. Where applicable, income should be annualized.)

Salary or Wages — ATTACH COPIES OF 2 MOST RECENT WAGE STATEMENTS	\$
Commissions, Fees & Tips	\$
Income from self-employment, partnership, close corporations and independent contracts (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING YOUR CALCULATIONS	\$
Rental income (gross receipts minus ordinary and necessary expenses required to produce income) ATTACH SHEET ITEMIZING YOUR CALCULATIONS	\$
Bonuses	\$
Overtime Payments	\$
Severance Pay	\$
Recurring Income from Pensions or Retirement Plans	\$
Interest and Dividends	\$
Trust income	\$
Income from Annuities	\$
Capital Gains	\$
Social Security Disability or Retirement Benefits	\$
Worker's Compensation Benefits	\$
Unemployment Benefits	\$
Judgments from Personal Injury or Other Civil Cases	\$
Gifts (cash or other gifts that can be converted to cash)	\$
Prizes & Lottery Winnings	\$
Alimony and maintenance from persons not in this case	\$
Assets which are used for support of family	\$
Fringe Benefits (if significantly reduce living expenses)	\$
Any Other Income (Do not include means-tested public assistance, such as TANF or food stamps.)	\$
TOTAL Gross Monthly Income (also write in 2A on page one)	\$

(3)(B) Net Monthly Income From Employment (deducting only state and federal taxes and FICA) (also write in 2B on page one)			\$	
Your Pay Period (i.e., monthly, weekly, etc.):		Number of Exemptions Claimed by You for Tax Purposes:		
(4) ASSETS (List all assets here, including both non-marital and marital property. If you claim or agree that all or part of an asset is non-marital, indicate the non-marital portion under the appropriate spouse's column and state the amount and the basis: pre-marital, gift, inheritance, source of funds, etc. The total value of each asset must be listed in the "value" column. "Value" means what you feel the item of property would be worth if it were offered for sale.)				
Description	Value	Separate Asset of Husband	Separate Asset of Wife	Basis of the Claim (pre-marital, gift, inheritance, etc.)
Cash	\$	\$	\$	
Stocks, Bonds	\$	\$	\$	
CD's / Money Market Accounts	\$	\$	\$	
Bank Accounts (list each account below):				
(1)	\$	\$	\$	
(2)	\$	\$	\$	
(3)	\$	\$	\$	
Retirement Pensions, 401(k), IRA or Profit-Sharing	\$	\$	\$	
Money Owed to You (or Spouse)	\$	\$	\$	
Tax Refund Owed to You	\$	\$	\$	
Real Estate (list properties & mortgages):				
Home	\$	\$	\$	
Debt owed on Home	\$			
Other Real Estate	\$	\$	\$	
Debt owed on Other Real Estate	\$			
Automobiles / Vehicles (list vehicles & amounts owed on each one):				
(1)	\$	\$	\$	
Debt owed on Vehicle (1)	\$			

(2)	\$	\$	\$	
Debt owed on Vehicle (2)	\$			
(4) ASSETS (continued)				Basis of the Claim (pre-marital, gift, inheritance, etc.)
Description	Value	Separate Asset of Husband	Separate Asset of Wife	
Life Insurance (net cash value)	\$	\$	\$	
Furniture / Furnishings	\$	\$	\$	
Jewelry	\$	\$	\$	
Collectibles	\$	\$	\$	
Other Assets (specify):	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
TOTAL ASSETS	\$	\$	\$	

(5)(A) AVERAGE MONTHLY EXPENSES FOR YOU AND YOUR HOUSEHOLD			
HOUSEHOLD EXPENSES			
Mortgage or Rent Payments	\$	Gas	\$
Property taxes	\$	Repairs & Maintenance	\$
Homeowner's / Renter's Insurance	\$	Lawn Care	\$
Electricity	\$	Pest Control	\$
Water	\$	Cable TV / Internet Access	\$
Garbage & Sewer	\$	Misc. Household & Grocery Items	\$
Telephones		Meals Outside Home	\$
Residential Lines	\$	Other (specify)	\$
Cellular Telephones	\$		\$
AUTOMOTIVE			
Gasoline & Oil	\$	Auto Tags / Registration / License	\$
Repairs & Maintenance	\$	Insurance	\$
OTHER VEHICLES (boats, trailers, RVs, etc.)			
Gasoline & Oil	\$	Tags / Registration / License	\$
Repairs & Maintenance	\$	Insurance	\$

CHILDREN'S EXPENSES			
Child Care (total monthly cost)	\$	Allowance	\$
School Tuition	\$	Children's Clothing	\$
Tutoring	\$	Diapers	\$
Private lessons (e.g., music, dance)	\$	Medical, Dental, Prescriptions (out-of-pocket uncovered expenses)	\$
School Supplies / Expenses	\$	Grooming / Hygiene	\$
Lunch Money	\$	Gifts from children to others	\$
Other Educational Expenses (list type & amount):		Entertainment	\$
	\$	Activities (including extra-curricular, school, religious, cultural, etc.)	\$
	\$	Summer Camps	\$
OTHER INSURANCE			
Health Insurance	\$	Life Insurance	\$
Children's portion:	\$	Relationship of Beneficiary:	
Dental Insurance	\$	Disability Insurance	\$
Children's portion:	\$	Other Insurance (specify)	\$
Vision Insurance	\$		\$
Children's portion:	\$		\$
YOUR OTHER EXPENSES			
Dry Cleaning & Laundry	\$	Publications	\$
Clothing	\$	Dues, Clubs	\$
Medical / Dental / Prescription (out-of-pocket uncovered expenses)	\$	Religious & Charities	\$
Your Gifts (special holidays)	\$	Pet expenses	\$
Entertainment	\$	Alimony Paid to Former Spouse	\$
Recreational Expenses (e.g., fitness)	\$	Child Support Paid for other children	\$
Vacations	\$	Date of initial CS order:	
Travel Expenses for Visitation	\$	Other (attach sheet to list)	\$

TOTAL ABOVE MONTHLY EXPENSES (also write on first line of 2C on page one)					\$
(5)(B) YOUR PAYMENTS & DEBTS TO CREDITORS					
To Whom	Balance Due	Monthly Payments	(Please check one)		
			Joint	Husband	Wife
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
	\$	\$			
Total Monthly Payments to Creditors (also write this total on line 2 of 2C on page one)				\$	
(5)(C)TOTAL MONTHLY EXPENSES (Total Expenses from final line on page 5 + Total Monthly Payments to Creditors above) (also write this total on line 3 of 2C on page one)				\$	

 [INSERT YOUR NAME]

(Sign in front of notary public.)

Name: _____

Address: _____

Daytime Phone: _ () _____

Subscribed and sworn before me on
 _____, 20__.

 Notary Public