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PETITIONER PRO SE

**MONTANA FOURTH JUDICIAL DISTRICT COURT
MINERAL COUNTY**

<p>In re the Marriage of:</p> <p>_____, Petitioner,</p> <p>and</p> <p>_____, Respondent.</p>	<p>Cause No.: _____ Department No.: _____</p> <p>MARITAL AND PROPERTY SETTLEMENT AGREEMENT</p>
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THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between _____, hereinafter referred to as "Husband," and _____, hereinafter referred to as "Wife."

RECITALS

- A. Husband and Wife were married on _____, in _____ County, _____. The marriage was registered in the County of _____, State of _____.
- Husband and Wife were married at common law. The parties assumed a marital relationship by mutual consent and agreement and confirmed their marriage by cohabitation and public repute.
- B. No children have been born as a result of this marriage.
or
 There have been _____ children born as issue of the parties' marriage:

List first names and ages:

_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____

- C. Wife is not now pregnant.
 The wife is pregnant. However, the husband is not the father, and the child is not at issue in this proceeding. Due date: _____.
 The wife is pregnant. The husband is the father. Due date: _____.

D. A proceeding for Dissolution of Marriage is now pending in the District Court of the _____ Judicial District in the State of Montana, in and for the County of _____ under Cause No. _____.

E. The parties' marriage is irretrievably broken in that there is serious marital discord which adversely affects the attitude of one or both of the parties toward the marriage, and there is no reasonable prospect of reconciliation. Husband and Wife intend, through this Agreement, to accomplish a just settlement of their respective property rights, apportion marital liabilities, and set forth their respective rights, duties and obligations arising out of the dissolution of their marriage.

- F. Wife has been represented by _____.
 Husband has been represented by _____.
 Wife Husband has//have not been formally represented by an attorney.

- G. An Order of Protection has been filed has not been filed.
The Order of Protection should stay in effect be dissolved.

AGREEMENT

For and in consideration of the mutual covenants contained herein, Husband and Wife agree as follows:

1. **DIVISION OF ASSETS.** Property belonging to the parties on the date of marriage shall remain their separate property. The parties acknowledge that they have acquired or maintained various items of personal and intangible property during the course of their marriage which has been equitably distributed between them. Each party shall retain ownership and possession of the personal property items in their separate possession and shall assume the debt against those personal property items. The equitable division of the assets and liabilities is as follows:

HUSBAND - ASSETS

<u>Description</u>	<u>Value</u>
A. _____	_____
B. _____	_____
C. _____	_____
D. _____	_____

E.	_____	_____
F.	_____	_____
G.	_____	_____
H.	_____	_____
I.	_____	_____
J.	_____	_____
K.	_____	_____
TOTAL ASSETS		\$ _____

WIFE - ASSETS

<u>Description</u>	<u>Value</u>
A.	_____
B.	_____
C.	_____
D.	_____
E.	_____
F.	_____
G.	_____
H.	_____
I.	_____
J.	_____
K.	_____
TOTAL ASSETS	\$ _____

HUSBAND - LIABILITIES

<u>Description</u>	<u>Amount</u>
A.	_____
B.	_____
C.	_____
D.	_____
E.	_____
F.	_____
G.	_____
H.	_____
I.	_____
TOTAL LIABILITIES	\$ _____

WIFE - LIABILITIES

<u>Description</u>	<u>Amount</u>
A.	_____
B.	_____
C.	_____
D.	_____
E.	_____
F.	_____

G. _____	_____
H. _____	_____
I. _____	_____
TOTAL LIABILITIES	\$ _____

Special Arrangements / Agreements: _____

2. **APPORTIONMENT OF LIABILITIES.** Unless otherwise specified, each party agrees to be solely responsible for the liabilities associated with each asset awarded to such party as provided in Section 1 hereof and any other debt in their separate names.

3. **FULL DISCLOSURE AND WAIVER OF FORMAL DISCOVERY.** The parties have accurately, fully, and completely disclosed to each other all income, assets, and liabilities of which they are aware. The parties acknowledge any deliberate failure to provide complete disclosure may be a basis to set aside this Agreement and any Decree incorporating this Agreement. The property referred to in this Agreement represents all of the property in which either party has an interest.

4. **MAINTENANCE.** Both parties acknowledge that they are able to support themselves from their earnings and the assets which have been awarded to them. Accordingly, both parties waive any claim to maintenance from the other party. Husband and Wife agree to accept, in lieu of maintenance, the distribution of property as set forth in Section one (1) above. Each of the parties agree that the assignment and distribution of property as set forth above is fair and adequate.

5. **ATTORNEY'S FEES.** Each party shall remain solely liable for all attorney's fees and costs incurred by that party in connection with the dissolution proceedings, through the date of entry of a Decree of Dissolution approving this Agreement. In the event that either party thereafter shall find it necessary to retain an attorney and/or institute legal proceedings to enforce, modify or interpret any provision of this Agreement, or the Final Decree of Dissolution entered in conformity herewith, the Court may award reasonable attorney's fees and costs to the prevailing party, in addition to any other appropriate relief.

6. **MUTUAL RELEASE.** In consideration of the execution of this Agreement and its terms and conditions, each party releases and forever discharges the other party, his or her personal representatives and assigns, from any and all rights, claim, demand, or obligation at any time hereafter for any purpose. Each of the parties waives all rights of inheritance in the estate of the other and any right to act as personal representative of the will or estate of the other party. Each of the parties hereby waives the right to claim or receive any family allowance, exempt property allowance or homestead allowance from the estate of the other party. Each party waives any and all additional rights which he or she has or may have by reason of the parties' marriage, including rights of dower and curtesy, except as otherwise specifically provided herein.

7. **ENFORCEMENT OF AGREEMENT.** This Agreement shall be made an integral part of any Decree of Dissolution of marriage of the parties, and shall be enforceable through execution, contempt citation, or any other remedy or procedure provided by law.
8. **FUTURE INSTRUMENTS.** Each party agrees to execute any and all documents which are now necessary or which may become necessary in the future to carry into full force and effect the terms and conditions of this Agreement.
9. **VOLUNTARY AGREEMENT.** This Agreement is voluntary. Each party has read and approved the same in its entirety. Neither party is acting under duress, menace, fraud, or undue influence in the execution of this Agreement.
10. **MODIFICATION.** Except as provided under Montana law, this Agreement, and the Decree of Dissolution to be entered in conformity herewith, may not be modified or amended without the express written consent, duly executed, of both parties.
11. **ENTIRE UNDERSTANDING.** This Agreement contains the entire understanding of the parties. There are no promises, understandings, agreements, or representations between the parties other than those expressly set forth in this Agreement.
12. **BINDING NATURE OF AGREEMENT.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, executors, administrators, personal representatives, and assigns of the parties.
13. **PARENTING OUR CHILDREN. If not applicable - check here**
 We have provided for our mutual parenting of our children in the Parenting Plan proposed by the Husband Wife filed before this Court and incorporated into this Agreement.
14. **CHILD SUPPORT. If not applicable - check here**
 Husband agrees to pay to Wife for the support of their children
 ---- OR ----
 Wife agrees to pay to Husband for the support of their children
- the sum of \$_____ per month per child, to be paid directly to:
 The Child Support Enforcement Division
 The parties request do not request income withholding.
 The Clerk of District Court
 The Other Party
- and shall be due and payable on the _____ day of each month, commencing on _____, 20___. Child support should continue for the children until they reach the age of 18, or graduate from high school (continuous enrollment presumed), whichever last occurs, or until the children are otherwise emancipated, but in no event beyond their 19th birthday.
 The amount specified herein:
 is in accordance with the Montana Child Support Guidelines.

[] varies from the Montana Child Support Guidelines, because _____

(Attach the calculations done according to the Montana Child Support Guidelines.)

15. **INCOME TAX DEPENDENT DEDUCTIONS. If not applicable check here** []

[] Husband shall be entitled to claim _____ as a dependent for state and federal income tax purposes (as long as he is current with his child support obligations).

[] Wife shall be entitled to claim _____ as a dependent for state and federal income tax purposes (as long as she is current with her child support obligations).

[] Husband/Wife shall be entitled to claim _____ in alternate tax years, beginning with Husband claiming _____ in the year 20_____.

16. **INSURANCE. If not applicable - check here** []

[] Husband shall provide health insurance for the children, including medical, dental, ocular, orthodontic, counseling, or other health care expenses.

[] Wife shall provide health insurance for the children, including medical, dental, ocular, orthodontic, counseling, or other health care expenses.

[] Any reasonable necessary medical expenses which are not covered by insurance shall be paid _____% by Husband and _____% by Wife.

[] No health insurance is available through either parties' employment or the income and resources of the parties do not permit the purchase of such insurance. Any health care expenses incurred by the children will be divided between the parents in the same proportion as child support is apportioned between the parties under the Montana Child Support Guidelines, at present being in the proportion of Husband _____%, Wife _____%.

CONSENT TO ENTRY OF DECREE:

Both parties consent to the entry of the Decree of Dissolution by the _____ Judicial District Court, _____, Montana.

EFFECTIVE DATE.

This Agreement shall become effective and enforceable immediately upon the execution hereof by both parties.

DATE

HUSBAND

DATE

WIFE

STATE OF MONTANA)
 :ss
COUNTY OF MISSOULA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by
_____.

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My Commission Expires: _____

STATE OF MONTANA)
 :ss
COUNTY OF MISSOULA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by
_____.

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My Commission Expires: _____