

In re the Marriage of:

SPOUSE1,

Petitioner,

and,

SPOUSE2,

Respondent.

**MARITAL SETTLEMENT  
AGREEMENT**

Case No.

DIVORCE 40101

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It is hereby stipulated and agreed by and between the parties hereto, subject to the approval of the Court, that in the event the Court grants a judgment of divorce as prayed for in the Petition, the following shall constitute a full and final settlement of all matters existing between the parties and shall be included in the Conclusions of Law and Judgment of Divorce.

**I. CUSTODY AND PHYSICAL PLACEMENT**

A. Both parties are fit and proper persons to have the joint legal custody of the minor child. It is in the present best interest of the child that both parties be granted joint legal custody of the minor child whose name and date of birth is as follows: \*\*

B. The Petitioner shall be designated the primary caretaker and shall have primary physical placement of the minor child at all times and hours except the Respondent shall have temporary physical placement of the minor child at reasonable times upon twenty-four hours notice to the Petitioner.

C. In that both parties are granted joint legal custody of the minor child, said persons shall jointly have the right to make jointly have the right to make all major decisions concerning the child.

D. In the event any disputes arise as to custody or physical placement, either party may request the family court commissioner to refer the matter to the director of family court counselling services for mediation (and a legal custody and physical placement study). Both parties shall cooperate with the mediator and counseling service.

E. Both parents shall have access to the child's medical, dental, and school records, as well as to the child's court or treatment records and the child's records relating to protective services.

F. Neither party shall remove the minor child from the state of Wisconsin for a period of time exceeding ninety consecutive days nor establish legal residence for the minor child outside the state of Wisconsin or within the state at a distance of 150 miles or more

from the other parent without first giving at least sixty days' notice to the other parent to allow for objection. Further, neither parent shall interfere with the custody of the child or the parental rights of the other parent as prohibited in sec. 948.31, Wis. Stats.

## **II. CHILD SUPPORT**

A. The Respondent shall pay the sum of 17% of his gross monthly income, which at the time of this stipulation is \_\_\_\_\_, for the support of the said minor child. Payment shall be made pursuant to a wage assignment commencing on the first day of the first month immediately following the granting the divorce herein.

B. Child support shall continue until the child reaches the age of eighteen or is earlier emancipated, or until the child reaches nineteen, if he is pursuing an accredited course of instruction leading the acquisition of a high school diploma or its equivalent.

C. Both parties shall notify the clerk of circuit court in writing of any change of employer or change of address within ten days of such change, pursuant to sec. 767.263, Wis. Stats.

## **III. MAINTENANCE**

A. Maintenance as to both parties is waived and shall be denied pursuant to sec. 767.32, Wis. Stats.

## **IV. MEDICAL AND HEALTH CARE EXPENSES**

A. Respondent shall maintain the minor child on his comprehensive medical and hospitalization insurance policy if available through his employer and shall maintain the same until the child reaches the age of majority or until the child has reached the age of nineteen so long as he is pursuing an accredited course of instruction leading to the acquisition of a high school diploma or its equivalent. Respondent shall promptly make all necessary premium payments and promptly furnish the other party with a current subscriber card evidencing the medical insurance coverage on behalf of the child.

B. The parties shall split equally the liability for all hospital, medical, dental, and related expenses not covered by insurance for the minor child unless such expenses were not covered due to the failure of Respondent to provide insurance as provided for in par. A above, in which case, Respondent shall be liable for the full amount.

## **V. LIFE INSURANCE**

A. Both parties shall maintain in full force and pay the premiums on a minimum of \$10,000 on their lives or obtain comparable insurance coverage with the parties' minor child named as sole and irrevocable primary beneficiary until the minor child reaches the age of majority, or until the child has reached the age of nineteen so long as the child is pursuing an accredited course of instruction leading to the acquisition of a high school diploma or its equivalent. During the term of such obligation, each of the parties shall furnish the other with copies of such policies or evidence of there being such insurance in force and proof of beneficiary designation upon request.

B. Each of the parties shall not borrow against any such policy or use any such policy as collateral or impair its value in any manner without the express written consent of the other or by order of the court.

C. This obligation may be satisfied by provisions in a will or trust.

D. If either party fails for any reason to maintain any of the life insurance required under this article, there shall be a valid and provable lien against his or her estate in favor of the specified beneficiary to the extent of the difference between the insurance required and the actual death benefits received.

## **VI. PROPERTY DIVISION**

As a full, final, complete, and equitable property division and in lieu of any and all maintenance, maintenance being specifically denied and terminated to both parties, each party is awarded the following property:

PETITIONER:

1. Household items and personal effects in her possession at the time of trial.
2. Cash and deposit accounts in her name.

RESPONDENT:

1. Household items and personal effects in his possession at the time of trial.
2. Cash and deposit accounts in his name.

## **VII. DEBTS AND FINANCIAL OBLIGATIONS**

A. Each of the parties shall be responsible for the following debts and liabilities and each shall hold the other harmless for the payment thereof: \*\* Each party warrants that he or she has not incurred any debts or liabilities that are unpaid other than those disclosed above. Any outstanding debt or liability not disclosed shall be the responsibility of the person who incurred it and that party shall hold the other harmless for its payment.

Each party shall hold the other harmless from any claim by any of the above-creditors and each shall hold the other harmless from any claim by the creditors against any security for any of the obligations.

B. Each party is responsible for any debt or liability incurred by him or by her after the execution of this agreement with each party holding the other harmless for its payment.

## **VIII. TAXES**

A. The Petitioner shall have the right to claim the child as a dependent and exemption on her federal and state income tax returns.

B. The parties acknowledge that under Wisconsin's community property law, each

party shall be taxed on one-half of the total marital income from \*\* to the date of the granting of the divorce judgment. Furthermore, the parties acknowledge that under the community property law, each party shall be credited with one-half of the total withholding payments made during the aforesaid period of time. The parties further acknowledge that the itemized deductions paid from January 1, 1991 to the date of the divorce shall be divided equally between the parties.

#### **IX. ATTORNEY FEES**

Each of the parties shall be responsible for his or her own attorney fees, no contribution being required by either party.

#### **X. EXECUTION OF DOCUMENTS**

Now or in the future, on demand, the parties agree to execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this stipulation.

#### **XI. VOLUNTARY EXECUTION/NATURE OF AGREEMENT**

Both parties acknowledge that they have entered into this marital settlement agreement of their own volition with full knowledge and information, including tax consequences. In some instances, the agreement represents a compromise of disputed issues. Both parties assume equal responsibility for the entire contents of the agreement. Each believes the terms and conditions to be fair and reasonable (under the circumstances). No coercion or undue influence has been used by or against either party in making this agreement. All of the agreement's terms are intertwined and interconnected and shall not be severed or modified. It is agreed that the terms and provisions are interdependent.

#### **XII. DIVESTING OF PROPERTY RIGHTS**

Except as otherwise provided for in this agreement, each party shall be divested of and each party waives, renounces, and gives up pursuant to sec. 767.255, Stats. all right, title, and interest in and to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective parties, free and clear of any right, title, interest, or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never been married.

#### **XIII. MUTUAL RELEASES**

Neither party may, at any time hereafter, sue the other, or his or her heirs, personal representative, and assigns for the purpose of enforcing any or all of the rights relinquished and/or waived under this agreement. Both parties also agree that in the event any suit shall be commenced this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by either party.

#### **XV. FULL DISCLOSURE AND RELIANCE**

Pursuant to sec. 767.27, Stats. each party warrants to the other that there has been an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. Both parties understand and agree that deliberate failure to provide complete disclosure constitutes perjury. The property referred to in this agreement represents all the property that either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly. This agreement is founded on a financial disclosure statement of each party, an exhibit at trial, which documents are incorporated by reference herein. Both parties relied on these financial representations when entering into this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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SPOUSE1

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SPOUSE2

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Jeffrey W. Jensen  
Attorney for Petitioner

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Attorney for Respondent