**SETTLEMENT AGREEMENT**

This settlement agreement (Agreement) was signed by **[name]** and **[name]** on **[date]**.

INTRODUCTION

1. We were married on **[date]**.

2. This Agreement is made in contemplation of divorce.

3. **[Name]** is employed by **[name of employer]** and earns approximately $**[amount]** annually.

4. **[Name]** is employed by **[name of employer]** and earns approximately $**[amount]** annually.

5. We are the parents of **[number]** children: **[list names and dates of birth]**. The children live principally with **[name]**.

6. Certain differences have arisen between us, as a consequence of which an action for divorce is pending in the **[county]** Circuit Court, Family Division. **[Delete if action is not filed yet or state that [name] intends to file an action.]**

7. Each of us has fully disclosed to the other all of the property, assets, and debts, both marital and individual.

8. Before signing this Agreement, each of us had the opportunity to consult with an attorney. Our attorneys have also reviewed and signed this Agreement. Each of us now signs this Agreement freely and voluntarily.

9. This Agreement is a settlement of all issues arising out of our marriage and divorce. We agree

1. to incorporate the terms of this memorandum into our judgment of divorce,
2. that the obligations of each of us in the Agreement are adequate consideration for all of the provisions of the Agreement, and
3. that the entire agreement is contractually binding on us and is enforceable in a court having jurisdiction over us.

10. This Agreement has been entered into freely and voluntarily, **[with / without]** advice of counsel. This Agreement will not be strictly construed in favor of or against either party regardless of the party who drafted the Agreement or any of its provisions. A party’s failure to enforce or insist on strict performance of any term of this Agreement is not a waiver of the right to demand specific performance at any other time. This Agreement is binding on the parties, their heirs, personal representatives, estates, and successors in interest.

Therefore, we agree to the following:

CUSTODY AND PARENTING TIME

11. **Legal custody.** We will share *joint* legal custody of the children. This means that we will share important decisions affecting the children. Each parent will have complete access to medical, school, and other documentary information concerning the children. **[The primary residential address of the minor children will be that of [name].]**

**[If necessary, add the following definition:]**

12. *Joint legal custody* requires the parties to

1. foster, encourage, and support the relationship between the children and the other parent;
2. have access to the children’s medical and school records;
3. advise each other promptly of any serious illness, emergency, or any other significant event that may arise while the children are with them;
4. decide all routine matters concerning the children’s welfare during the time the children are in her or his respective possession;
5. support the other in enforcement of reasonable rules and regulations for the children;
6. consult together concerning major policy decisions involving the health, education, and welfare of the children;
7. respect and support the other party’s religion; and
8. refrain from any action that may estrange the children from the other parent or tend to discredit, cause disrespect to, or diminish the quality of the relationship with the other parent.

13. **Communication, decision-making, and conflict resolution.**

A. **Communication.** We want to keep the children out of any conflict between us. We will talk as needed about any issues or concerns we have regarding the children. The children will not serve as messenger. Email may be used for communication. Neither parent will schedule activities for the children during the other parent’s time without first obtaining the consent of the other parent.

**[Choose one of the following:]**

B. **Mediation.** We agree that before we enter into litigation, we will seek the assistance of a qualified family counselor or mediator if we cannot agree on major policy decisions relating to the health, education, and welfare of the children. **[The parties will share equally the cost of mediation. / The parties will share the costs of mediation in proportion to their incomes.]**

B. **Parenting facilitator.** We agree to seek the assistance of a qualified family counselor or parenting facilitator if we cannot agree on major policy decisions relating to the health, education, and welfare of the children. Before the parties introduce the children to a third party with whom they have a romantic relationship, they will meet with the parenting facilitator to seek input and guidance. **[The parties will share equally the costs of the parenting facilitator. / The parties will share the costs of the parenting facilitator in proportion to their incomes.]**

14. **Routine parenting time.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Week One |   |   |   |   |   |   |   |
| Week Two |   |   |   |   |   |   |   |

15. **Vacation and holiday parenting schedule.** The following is our plan for holidays and vacations:

1. **Holidays**

| **Holiday** | **Even Years** | **Odd Years** |
| --- | --- | --- |
| New Year’s Day |   |   |
| Easter |   |   |
| Passover |   |   |
| Memorial Day |   |   |
| Fourth of July |   |   |
| Labor Day |   |   |
| Rosh Hashanah |   |   |
| Yom Kippur |   |   |
| Thanksgiving |   |   |
| Christmas Eve |   |   |
| Christmas Day |   |   |
| New Year’s Eve |   |   |
|  |

1. **Holiday time.** Begins at **[time]** and ends at **[time]**.
2. **Holiday break.** The parties are to equally divide the holiday break. **[Spouse B]** will have the children the first half in odd-numbered years and **[Spouse A]** will have the children in the second half in odd-numbered years. **[Spouse A]** will have the children in the first half in even-numbered years and **[Spouse B]** will have the children in the second half in even-numbered years. **[The Christmas Eve and Christmas Day schedules above supersede the holiday break schedule.]**
3. **Winter school break.** Beginning after school on the first day of the break and ending at **[time]** the evening before school resumes, **[Spouse B]** will have the children in odd-numbered years and **[Spouse A]** will have the children in even-numbered years.
4. **Spring school break.** Beginning after school on the first day of the break and ending **[time]** the evening before school resumes, **[Spouse B]** will have the children in even-numbered years and **[Spouse A]** will have the children in odd-numbered years.
5. **Summer school break.** Each parent will have two weeks of uninterrupted parenting time. Notice of when each parent plans to have the children for their two-week parenting time will be given to the other parent by May 1.
6. **Mother’s Day and Father’s Day.** The children will be with **[Spouse A]** the entire weekend of Mother’s Day and with **[Spouse B]** the entire weekend of Father’s Day from 4:00 p.m. on Friday to 6:00 p.m. on Sunday. **[Alternatively, this could be a day visit.]**
7. **Phone contact. [Insert agreed-on provisions.]**
8. **Holiday parenting time supersedes other times.** The above holiday parenting time schedule will take precedence over any regularly scheduled parenting time. When the holiday schedule concludes, the regular schedule will be resumed according to the preexisting plan as if it had not been interrupted.
9. **Transportation. [Insert agreed-on provisions.]**

16. **Additional parenting time provisions.**

1. **Flexibility in schedule. [Optional:]** We are willing, at times, to adjust the parenting schedule provided in this Agreement based on our children’s needs, with the intent of maintaining an *equal* parenting time schedule. If we are unable to agree, we will consult the parenting facilitator.
2. **Right of first refusal.** If either of us is unable to parent during our parenting time and that inability includes an overnight, the other parent will have the right of first refusal to parent the children during that time.
3. **Children’s passports.** The passports of the minor children will be kept at the primary residential address. The minors will not travel outside of the United States without written permission of both parents or by court order.

**[Choose one of the following:]**

17. **Dating provisions.**

1. We will not have a significant other spending the night when the children are home unless we are married to that person.
2. We will not expose the children to casual dating.
3. When either of us is moving to a serious relationship with another person and plans to introduce that person to the children, we will let the other parent know.
4. **[Add more specific provisions, as appropriate.]**

17. **Dating provisions.**

1. **Phase one.** Initial dating. The time with a person we are dating will be kept separate from the children and will be conducted on off-duty parenting time.
2. **Phase two.** The new relationship has moved to a serious level, is exclusive, and the partners are seriously considering a long-term commitment. At this point one may feel that it is important to see how this person gets along with the children. We will let the other parent know that we are moving into phase two. The dating partner will be introduced to the children in casual activities. This person will not be included in more intimate family times such as important holiday celebrations and staying over night when the parent is on-duty with the children. The parent remains on-duty with the children while the dating partner is with them. The dating partner does not babysit and is not present at transitions unless the other parent has met them and feels okay with it.
3. **Phase three.** Long-term commitment, i.e., moving in together or marriage. We will let the other parent know that we are moving into phase three. We agree that the new partner will not spend the night when the children are present until the partner has moved into the house on a permanent basis.

CHILD SUPPORT AND HEALTH CARE

18. **Child support.**

A. **Amount of payment.** Beginning **[date]**, **[name]** will pay to **[name]** child support in the amount of $**[amount]** per month for **[number]** children. The amount includes $**[amount]** base support, $**[amount]** child care supplement, $**[amount]** health insurance supplement, and $**[amount]** ordinary health care supplement. **[Make sure you include the preceding information for each child.]** Our agreement regarding child support has been determined by the Michigan Child Support Formula. For purposes of calculating child support for **[date]**, **[name]**’s income was input at $**[amount]** and **[name]**’s income was input at $**[amount]**. Child care is currently being paid by **[name]** in the amount of $**[amount]** per month.

B. **Review and adjustment.** By April 1, or the Monday after April 1, if April 1 falls on a weekend, the parties will provide **[each other / name of mediator or parenting facilitator / name of any mutually agreed-on qualified person]** with all income and financial information for the previous year. **[Name]** will recalculate the support for the previous tax year. The recalculation for the previous tax year will be used as the child support starting April 1 of the year the calculation is being made. The parties will continue with this method each and every year thereafter. The parties further understand that as the minor children proceed in school, the cost of child care will change and child support will need to be adjusted.

C. **Additional support.** If **[name]** earns in excess of $**[amount]** per year (or $**[amount]** per quarter), **[he / she]** will pay **[percentage]** of **[his / her]** gross in excess of $**[amount]** per quarter as child support within three days of the end of each quarter. **[He / She]** will provide **[name]** with a copy of **[his / her]** quarter-end pay stub immediately following March 31, June 30, September 30, and December 31 each year.

D. **Sharing of extra expenses. [Name]** will pay the costs associated with the children’s lessons, uniforms, and sports and music equipment. **[Name]** will pay the costs of the children’s **[name]** club expenses, all the clothing for the children for both houses, and all school lunches. **[The parties will equally share the cost of any family therapy. / The parties will share the cost of any family therapy in proportion to their incomes.]**

E. **State law requirement for continuing support.** We both understand that the laws of the state of Michigan require parents to provide support for their children until they attain the age of 18 or graduate from high school, whichever occurs last. Support can continue beyond that age of majority (but in no case beyond the age of 19 years and 6 months) if a child is regularly attending high school full time. However, there must be a reasonable expectation of the child’s completing sufficient credits to graduate from high school, and the child must reside full time with the payee of support or at an institution.

**[Choose one of the following:]**

F. **Method of payment; direct payment.** All support payments will be made directly via a bank-to-bank transfer, with the transfer to take place on the first banking business day of each month. No order of income withholding will be issued at this time.

*Deferral of Friend of the Court services.* We understand that state law mandates that the Friend of the Court provide us with a variety of services: accounting, support enforcement, medical support enforcement, support review and modification, custody and parenting time enforcement, custody and parenting time investigation and reporting, and mediation services. Each of us has reviewed the “Advice of Rights Regarding Friend of the Court Services.”

We are arranging at present to have direct payments of support. We understand that declining Friend of the Court bookkeeping and support collection and enforcement services (Uniform Child Support Order, No Friend of Court Services, SCAO form FOC 10a) at the present time means there will be no publicly maintained child support records and we may have difficulty enforcing the payment of past-due child support.

However, if, in the future, either parent wishes payments to be directed through the Friend of the Court or the Michigan State Disbursement Unit (MiSDU), **[he / she]** may do so by filling out the Request to Reopen Friend of the Court Case form (SCAO form FOC 104), a Verified Statement (SCAO form FOC 23), an updated Domestic Relations Judgment Information form (SCAO form FOC 100), and a Uniform Child Support Order (SCAO form FOC 10).

F. **Method of payment; order of income withholding.** Child support payments will be made directly to MiSDU, PO Box 30350, Lansing, MI 48909-7850, pursuant to an order of income withholding. Support checks should be made payable to the MiSDU. To ensure proper credit and until payments coupons have been received from the state of Michigan, the following information should be included with any direct payments to the MiSDU:

* payor’s name
* payor’s Social Security number
* case docket number
* county
* amount of payment

If support is paid through the MiSDU, a copy of the order of income withholding will be served on the child support payor’s source(s) of income. Payments will be remitted by the employer to MiSDU, PO Box 30350, Lansing, MI 48909-7850.As part of the order of income withholding, the payor will also pay the statutory fees that may be collected by the Friend of the Court. **[If appropriate, insert “gap” language requiring direct payments and credits until the order of income withholding takes effect.]**

G. **Arrearage to payee and state of Michigan.** All arrearages owed to the state of Michigan are preserved. Neither party has applied for or received public assistance. **[There are no / There are]** support arrearages at this time.

19. **Higher education. [Name]** will be responsible for the children’s college expenses (tuition, room and board, and books), taking into account the children’s education trusts, earning from work, scholarships, education trusts, and other financial aid. **[Note: This provision can be moved and sometimes should be moved to the property section of this agreement.]**

20. **Health insurance and uninsured health care.** We agree that **[name]** will provide health insurance for the children as long as the children remain eligible for such coverage and it remains a benefit of **[his / her]** employment to provide such coverage as a reasonable cost. If **[name]** can provide health insurance for the children as a benefit of **[his / her]** employment at a reasonable cost that is superior to the coverage provided by **[name]**, or equivalent but less expensive, we will attempt to coordinate (but not duplicate) benefits.

21. **Ordinary and extraordinary health care expenses. [Name]** is not required to keep an accounting of expenditures for ordinary health care expenses. However, to receive reimbursement from **[name]** for extraordinary expenses, **[name]** will maintain an accounting of ordinary health care expenses. Once **[name]**’s total annual payments for ordinary health care expenses exceeds $**[amount]** for the year, the parties will share the excess **[in proportion to their incomes, with payor at [percentage] and payee at the remaining [percentage] / equally]**. If **[name]** incurs ordinary health care expenses for the minor children, the parties will share those expenses in the same proportion.

22. **Additional provisions required by state law.** We understand that the law of the state of Michigan requires that the following language be included in all divorce judgments:

1. **Legal residence of children.**
	1. **100-mile rule.** We understand and will abide by the requirement of Michigan that neither of us may change a child’s legal residence from the state of Michigan or to a location that is more than 100 miles from the location where a child resided with a parent at the time a divorce complaint was filed without a court order.
	2. **Change of address of children.** Both parties will promptly notify the Friend of the Court and each other, in writing, when the children or they have moved to another residential address.
	3. **International parenting time.** Neither party may exercise parenting time in a country that is not a party to the Hague Convention on the Civil Aspects of International Child Abduction unless both parents provide the court with written consent to allow a parent to exercise parenting time in a country that is not a party to the Hague Convention on the Civil Aspects of International Child Abduction. To find out if a country is a party to the Hague Convention on the Civil Aspects of International Child Abduction, visit the U.S. Department of State’s website.
	4. **Plan if either parent moves within 100 miles in Michigan. [Insert agreed-on provisions.]**
2. **Support payments cannot be retroactively modified.** Michigan law requires that, except as otherwise provided in section 3 of the Support and Parenting Time Enforcement Act, MCL 552.603, a support order that is part of a judgment or that is an order in a domestic relations matter as defined in section 2 of the Friend of the Court Act, MCL 552.502, is a judgment on and after the date each support payment is due, with the full force, effect, and attributes of a judgment of this state, and is not, on and after the date it is due, subject to retroactive modification.

However, pursuant to MCL 552.603b, a court may retroactively correct the amount of support if an individual who is required to report **[his / her]** income to the court or Friend of the Court knowingly and intentionally fails to report, refuses to report, or knowingly misrepresents that income.
3. **Surcharge added to past-due support payments.** Michigan law requires that a surcharge will be added to support payments that are past due. MCL 552.603a.
4. **A lien is created when there are overdue support payments that total more than two months of support.** Michigan law requires that the amount of past-due support that accrues under a support order constitutes a lien against the payor by operation of law. The payor’s real and personal property can be encumbered or seized if an arrearage accrues in an amount greater than the amount of periodic support payments payable for two months under the payor’s support order. MCL 552.625b(2).
5. **The state of Michigan retains the right to collect child support arrearages if there have been public assistance payments to either parent.** If public assistance payments have been received by either parent on behalf of a minor child, while this action or any other support action is pending, any arrearage existing as of the date of entry of a judgment is preserved and will be payable under this action.
6. **Title IV.** Both parties **[request / do not request]** enforcement pursuant to Title IV.

SPOUSAL SUPPORT

**[Choose one of the following:]**

23. **No spousal support to either party.** No spousal support will be awarded to either of us and our rights to future spousal support are forever barred.

23. **No spousal support to the other party.** No spousal support will be awarded to **[Spouse A]** and **[his / her]** rights to future spousal support are forever barred.

23. **Spousal support to one party; reservation of spousal support.** Spousal support for **[Spouse A]** **[is reserved / is reserved until [date]]**.

23. **Spousal support to one party; modifiable spousal support. [Spouse A]** will receive modifiable spousal support from **[Spouse B]** in the amount of $**[amount]** per month, to be paid **[through the Friend of the Court by an order of income withholding / directly to [Spouse A]]**. Spousal support will terminate on the death of **[Spouse B]**. **[Before January 1, 2019: Spousal support will be taxable to the recipient and tax deductible to the payor.]**

23. **Spousal support to one party; modifiable spousal support with review date. [Spouse A]** will receive modifiable spousal support from **[Spouse B]** in the amount of $**[amount]** per month, to be paid **[through the Friend of the Court by an order of income withholding / directly to [Spouse A]]**. *Modifiable spousal support* means that in the event of a change in circumstance, the amount and duration of support may be reviewed by the court, at the request of either of us. Spousal support will terminate on the death of **[Spouse B]**. **[Before January 1, 2019: Spousal support will be taxable to the recipient and tax deductible to the payor.]** Spousal support may be reviewed by either party for a change in circumstances or after **[date]**.

23. **Spousal support to one party; modifiable spousal support with termination date and reservation. [Spouse A]** will receive modifiable spousal support from **[Spouse B]** in the amount of $**[amount]** per month, to be paid **[through the Friend of the Court by an order of income withholding / directly to [Spouse A]]**. *Modifiable spousal support* means that the amount and the duration of support may be reviewed by the court, at the request of either of us. Spousal support will terminate on the death of **[Spouse B]** or on **[date]**, whichever occurs first. On **[date]**, spousal support will be reserved, until further order of the court. **[Before January 1, 2019: Spousal support will be taxable to the recipient and tax deductible to the payor.]**

23. **Spousal support to one party; nonmodifiable spousal support. [Spouse A]** will receive nonmodifiable support from **[Spouse B]** in the amount of $**[amount]** per month, to be paid **[through the Friend of the Court by an order of income withholding / directly to [Spouse A]]**. *Nonmodifiable spousal support* means that the amount and the duration of support may never be changed or reviewed by the court, for any reason. Spousal support will terminate on the death of **[Spouse B]** or on **[date]**, whichever occurs first. **[Before January 1, 2019: Spousal support will be taxable to the recipient and tax deductible to the payor.]**

24. **Waiver of statutory right to modification of spousal support. [Spouse A]** waives all statutory rights granted by Michigan law to petition the court for modification of spousal support and agrees that the spousal support provision set forth in the judgment will be final, binding, and nonmodifiable. The term of the obligation will not be lengthened for any reason nor shortened for any reason other than stated above. Both parties are aware and have been advised by their attorneys that, in agreeing to this support, they are specifically waiving their statutory right to modifiability of support. The signatures to this Agreement intend that this waiver will be a waiver of modifiable spousal support pursuant to *Staple v Staple*, 241 Mich App 562, 616 NW2d 219 (2000).Neither of us will take any action, file any motion, nor commence any legal proceeding inconsistent with our intent, expressed in this Agreement. If either of us violates this provision, the violator will be liable for any resulting consequential damages suffered by the other party.

25. **Spousal support obligations are not dischargeable in bankruptcy.** The spousal support obligation in this Agreement is not dischargeable in bankruptcy and is enforceable through the court’s powers of contempt.

**[Choose one of the following:]**

26. **Method of payment; direct payment.** All support payments will be made by **[name]** directly via a bank-to-bank transfer, with the transfer to take place on the first banking business day of each month. No order of income withholding will be issued at this time.

*Deferral of Friend of the Court services.* We understand that state law mandates that the Friend of the Court provide us with a variety of services: accounting, support enforcement, medical support enforcement, support review and modification, custody and parenting time enforcement, custody and parenting time investigation and reporting, and mediation services. Each of us has reviewed the “Advice of Rights Regarding Friend of the Court Services.”

We are arranging at present to have direct payments of support. We understand that declining Friend of the Court bookkeeping and support collection and enforcement services (Uniform Spousal Support Order, No Friend of Court Services, SCAO form FOC 10c) at the present time means there will be no publicly maintained spousal support records and we may have difficulty enforcing the payment of past-due spousal support.

However, if, in the future, either parent wishes payments to be directed through the Friend of the Court or the MiSDU, **[he / she]** may do so by filling out the Request to Reopen Friend of the Court Case form (SCAO form FOC 104), a Verified Statement (SCAO form FOC 23), an updated Domestic Relations Judgment Information form (SCAO form FOC 100), and a Uniform Spousal Support Order (SCAO form FOC 10b).

26. **Method of payment; order of income withholding.** Spousal support payments will be made directly to MiSDU, PO Box 30350, Lansing, MI 48909-7850, pursuant to an order of income withholding. Support checks should be made payable to the MiSDU. To ensure proper credit and until payments coupons have been received from the state of Michigan, the following information should be included with any direct payments to MiSDU:

* payor’s name
* payor’s Social Security number
* case docket number
* county
* amount of payment

If support is paid through the MiSDU, a copy of the order of income withholding will be served on the spousal support payor’s source(s) of income. Payments will be remitted by the employer to MiSDU, PO Box 30350, Lansing, MI 48909-7850.As part of the order of income withholding, the payor will also pay the statutory fees that may be collected by the Friend of the Court. **[If appropriate, insert “gap” language requiring direct payments and credits until the order of income withholding takes effect.]**

COBRA AND AFFORDABLE CARE ACT HEALTH INSURANCE

27. **Health insurance and health care costs of parties.** Until our judgment of divorce is entered by the court, **[name]** will continue to be covered under the health insurance provided by **[name]**’s employment. Any uninsured health care expense will be paid by the party incurring it. Once the judgment of divorce is entered, we will each be responsible for payment of our own respective individual health insurance and uninsured health care costs. To avoid any fines or penalties, the Affordable Care Act requires all persons to have sufficient health insurance with limited exceptions. After entry of our judgment, the special enrollment period is limited to 60 days. Please see the Affordable Care Act website for health insurance coverage options and more information. If **[name]** chooses to obtain coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, Pub L No 99-272, 100 Stat 82 (1986)), **[name]** will cooperate in signing any document necessary to accomplish this. The attorneys of record are not health care specialists and each party should consult their own insurance advisor.

We have been advised by our respective counsel, through this Agreement, that failure to notify the COBRA group health care plan administrator of the entry of the judgment of divorce within 60 days from the date of entry of our judgment of divorce will result in the irreversible loss of the right to COBRA health care coverage under federal law. This notification requirement is not the responsibility of either of our attorneys but rather it is the responsibility of the party themself. The premiums for continued insurance cover will be paid by **[name]**.

HIGHER EDUCATION

**[Note: If this provision is included here, delete paragraph 19.]**

28. **Higher education for our children.**

1. **[Choose one of the following:]**

**[Name]** will be responsible for the children’s college expenses (tuition, room and board, books, lab fees, and transportation), taking into account the children’s education trusts, the children’s earnings from work, scholarships, and other financial aid.

**[or]**

The parties agree to pay for the post–high school education of **[names of children]** in proportion to their respective incomes. The amount of this liability will be limited to the total expenses (tuition, room and board, books, lab fees, and transportation) current at the **[name university]**, using in-state rates during the years each child is in college.
2. The obligation is in effect for four years of undergraduate education and up to age 25 years.
3. This obligation **[is / is not]** enforceable by third parties, except for the trustee of our trusts (if any).
4. The section is modifiable and may be modified for involuntary extraordinary changes in circumstances by either party.

PROPERTY SETTLEMENT

29. **Real property.**

1. **Marital home. [Name]** is awarded the marital home, located at **[address]**, as **[his / her]** sole and separate property, free and clear of any claim of **[name]**. The legal description of the property is attached to this Agreement as schedule A. **[Name]** will be solely liable for the underlying mortgage and home equity loan or line secured by this property, as well as all taxes, insurance, utilities, service contracts, maintenance, and other liabilities of this property, and will defend, indemnify, and hold **[name]** harmless. **[Name]** will refinance the underlying mortgage and equity loan or line and remove **[name]**’s name within **[number]** days from **[the signing of this Agreement / the entry of the judgment of divorce]**. All service contracts will be changed into **[name]**’s name within **[number]** days from **[the signing of this Agreement / the entry of the judgment of divorce]**.
2. **Cottage/lake house or vacant property. [Name]** is awarded the home and land located at **[address]**, as **[his / her]** sole and separate property, free and clear of any claim of **[name]**. The legal description of the property is attached to this Agreement as schedule B. **[Name]** will be solely liable for the underlying mortgage and home equity loan or line secured by this property as well as all taxes, insurance, utilities, service contracts, maintenance, and other liabilities of this property, and will defend, indemnify, and hold **[name]** harmless. **[Name]** will refinance the underlying mortgage and equity loan or line and remove **[name]**’s name within **[number]** days from **[the signing of this Agreement / the entry of the judgment of divorce]**.

30. **Personal property.**

1. **Vehicles. [Insert agreed-on provisions.]** **[List vehicles and include make, model, and VIN numbers, if necessary.]**
2. **Bank accounts: savings, checking, and money market. [Insert agreed-on provisions.]** **[List banking institution and account numbers.]** **[Identify who takes which account. Allow for the removal of the name of the party who is relinquishing interest in a joint account or have the account closed.]**
3. **Investment accounts. [Insert agreed-on provisions.]** **[List financial institution and account numbers and assign the proceeds to each party.]**
4. **Jewelry, clothing, and all other personal property. [Insert agreed-on provisions.]** **[List or attach a list of who gets what. / We have divided our remaining personal property to our mutual satisfaction.]**
5. **Contents in safe-deposit box. [Insert agreed-on provisions.]** **[Identify the institution and who will retain the box. Allow for inspection of contents if necessary.]**
6. **Frequent flyer miles. [Name]** will be awarded either **[number]** miles or their cash equivalent. **[Name]** will retain any remaining frequent flyer miles.
7. If there are any disputes regarding personal property, we agree to use **[name]** to **[mediate / arbitrate]** our dispute.

31. **Unsecured debt. [List and describe any and all debt (e.g., credit cards or personal loans). Indicate the person who will be responsible for the debt and the person who will be held harmless from liability for the debt. Assign joint accounts to one party or arrange to have them closed.]**

32. **Other debt.** The parties’ debts not otherwise provided for in the Agreement will be paid by the spouse who incurred them.

33. **Retirement accounts.** It is our intent to equalize the retirement accounts as of **[date]**.

1. **Identification of assets. [List assets.]**
2. **Government employees. [Name]** will be allowed to elect health insurance benefits available to former spouses through the Federal Employees Health Benefits (FEHB) program, since that coverage is allowed under the Civil Service Retirement Spouse Equity Act of 1984 (the Spouse Equity Act), Pub L No 98-615, 98 Stat 3195 (1984). The entry of a court order acceptable for processing providing for a share of **[name]**’s accrued benefit under the Federal Employees Retirement System (FERS) and a survivor annuity under the plan will operate to ensure **[name]**’s right to elect benefits under the FEHB program, as such rights may be required to be eligible for FEHB. It is understood that if **[name]** remarries before **[he / she]** is 55, **[he / she]** will not be entitled to former spouse survivor annuity under the FERS plan, as required by 5 USC 8341(h)(3)(B)(i), but that if that marriage ends, **[his / her]** survivor annuity can be reinstated. It is also understood that if **[name]** remarried before age 55 **[he / she]** will be ineligible for FEHB. It is further understood that **[name]** will cooperate with the Office of Personnel Management to take all other necessary steps to ensure **[his / her]** eligibility for FEHB and to obtain a full explanation of her rights under the Spouse Equity Act.
3. **QDRO/EDRO provisions. [Name]** (the Participant) will assign **[name]** (the Alternate Payee) an interest in **[his / her]** **[name of employer]** Retirement Plan (the Plan) pursuant to a **[qualified / eligible]** domestic relations order (**[QDRO / EDRO]**), which is to be entered with the court within **[number]** days of entry of the judgment of divorce. The terms of this **[QDRO / EDRO]** will be as follows:
	1. The Alternate Payee will be awarded an interest in the Plan equal to $**[amount]** (**[percentage]**) of the Participant’s retirement benefit **[accrued as of / attributable to the period of [his / her] marriage to [Spouse B] pursuant to a coverture fraction, the numerator of which will be [Spouse B]’s years of service during [his / her] marriage to [Spouse A], and the denominator of which will be the [Spouse B]’s total years of service through]** the date of divorce or the date benefits commence to either the Plaintiff or the Defendant, whichever occurs first.
	2. **[Spouse A]** will share in any benefit other than and in addition to the basic pension benefit that measurably increases the actuarial value of benefits provided by the Plan.
	3. **[Spouse A]** will share in any early retirement subsidy attributable to the period of the marriage in proportion to **[his / her]** benefits awarded under i. above.
	4. **[Spouse A]** will share in any early retirement window enhancements granted to **[Spouse B]**.
	5. The Alternate Payee will be allowed to elect to begin receiving **[his / her]** benefits at the Participant’s earliest retirement age, or before, if permitted by the Plan.
	6. The Alternate Payee will be designated as the surviving spouse for purposes of 100 percent of the preretirement survivor annuity benefit and 100 percent of the postretirement survivor annuity benefit under the Plan attributable to the period of the marriage.
	7. The Alternate Payee will also be designated beneficiary of any death benefit the Plan may offer to the extent necessary to preserve **[his / her]** interest in the Participant’s benefit attributable to the period of the marriage.
	8. The Alternate Payee will be entitled to postretirement increases and other plan enhancements to the extent of **[his / her]** interest awarded under i. above.
	9. To the extent that the Plan charges an administrative or actuarial cost for reviewing or administering the **[QDRO / EDRO]**, the parties will share this cost **[equally / in proportion to their respective benefits]**.
	10. The **[QDRO / EDRO]** will be prepared by **[name]** of **[name of firm]** and the parties will equally share the preparation expense.
4. **General terminations.** Except for the provision above, we understand and agree that the entry of a judgment of divorce will terminate all rights either of us has in the other’s pensions, annuities, or retirement plans, whether vested or unvested, accumulated or contingent.

LIFE INSURANCE

34. **Specific agreements.**

1. **Life insurance to benefit our children.** We agree to maintain life insurance for the benefit of our children to meet their financial needs in the event of our deaths.
2. **[Spouse A]** agrees to maintain a policy in the amount of $**[amount]**, naming **[the children as beneficiaries / the other parent / a trust for the benefit of the children]**.
3. **[Spouse B]** agrees to maintain a policy in the amount of $**[amount]**, naming **[the children as beneficiaries / the other parent / a trust for the benefit of the children]**.
4. We both agree that the beneficiary designations will not be revoked until **[name of youngest child]** graduates from college or attains the age of 23 years, whichever occurs first.

35. **Life insurance to secure spousal support.** To provide security for the spousal support described above, **[Spouse B]** will **[obtain / maintain]** a term life insurance policy on **[his / her]** life with a benefit amount of $**[amount]**.

36. **Additional provisions to give effect to our agreements regarding life insurance.**

1. Each of us will provide the other with annual proof that our policies remain in effect. Each of us will also instruct our respective insurance carriers to provide to the other parent all notices of any policy changes or cancellations. We will each provide the other with copies of the letters of instruction we have sent to our carriers.
2. Currently, our insurance carriers, policies, and beneficiaries are: **[Insert list.]**
3. We may each establish our own trust and identify a successor trustee to administer the provisions of the trust, which must name our children as beneficiaries until the youngest child attains the age of 23 or graduates from college, whichever occurs first. We will fund this trust with the proceeds of the life insurance policies we have agreed to dedicate to the support of our children by naming the trustee as the beneficiary of those life insurance policies. Any additional assets used to fund the trust will not be subject to any claim by either of us, in our individual capacity or in the capacity of the parent of our children. The trust will provide that the proceeds from the insurance policies we are required by this Agreement to maintain will be used for the basic health, education, and welfare of our children, pursuant to the child support provisions of this Agreement. Any remaining proceeds and additional assets will be administered by the trustee pursuant to the directives set forth in the trust.

37. **General terminations.** We understand that, except for the provisions specified above, the judgment of divorce will terminate all other rights to benefit from each other’s life insurance.

NOTICE TO CHANGE BENEFICIARIES

38. We understand that the federal Employee Retirement Income Security Act of 1974 (ERISA) governs changes to beneficiary designations for the life insurance and retirement plans provided as employment benefits. This Agreement serves as notice to both of us that we are required to affirmatively change the beneficiary designations on employer-provided life insurance and retirement plans if required to comply with the provisions above. We agree that we will each provide the other with a copy of the notice we have filed with our employer and a copy of our employer’s acknowledgment.

TAX MATTERS

39. **[Year] taxes. [We will file our state and federal income tax returns jointly for the [date] tax year and we will equally share any liability or refund. / We will file our state and federal income tax returns individually for the [date] tax year and any liability or refund will be individual.]**

**[Choose one of the following:]**

40. **[If there is more than one child:] Claiming head of household status.** When we are providing a home for more than one child, we will arrange the children’s time between our households so that each year, each parent will provide a home for one child for at least 184 days, and thus each of us can claim head of household tax status, as currently permitted by the rules of the IRS. When we are providing a home for only one child, we will arrange our child time between our households so that each of us, in alternate years, will provide a home for the child for at least 184 days, and thus claim head of household tax status.

40. **[If there is only one child:] Claiming head of household status.** We will arrange our child’s time between our households so that each of us, in alternate years, will provide a home for the child for at least 184 days, and thus claim head of household tax status, as currently permitted by the rules of the IRS.

**[Only use the following provision before the tax year 2018:]**

41. **Children as income tax exemptions. [Spouse B]** will claim **[name]** as an exemption every year and **[Spouse A]** will claim **[name]** as an exemption every year. **[If there are odd numbered children, alternate one child between [Spouse A] and [Spouse B] each year.]** When one child remains eligible to be claimed as an exemption, the parties will alternate claiming that child, with **[Spouse A]** claiming the child in even years and **[Spouse B]** claiming that child in odd years.

42. **Audit provision.** If a joint tax return is audited, we will cooperate with each other in resolving the audit by engaging a mutually agreeable accountant.

43. **Indemnification by business-owner spouse. [Spouse B]** agrees to hold **[Spouse A]** harmless from any liability for taxes, interest, or penalties arising out of **[Spouse B]**’s business, **[name of business]**.

ATTORNEY AND MEDIATION FEES

44. We agree to pay our attorney and mediation fees from joint assets or **[describe other agreement]**.

FULL DISCLOSURE

45. Each of us has fully disclosed all of our assets and liabilities, both marital and individual, and provided a good faith estimate of their values. All such assets and liabilities are listed in the Agreement.

CONCLUDING PROVISIONS

46. **Effective date.** The provisions of this Agreement will be effective when this document is signed by both of us.

47. **Documents.** Each of us will promptly execute and deliver to the other the documents required to carry out the terms of the Agreement.

48. **Modification.** If, in the future, we agree to modify this Agreement, that change will be in writing, dated, and signed by both of us.

49. **In the event of divorce. [Spouse A]** **[will file / has filed]** an action for divorce. This Agreement will be incorporated **[and merged]** into the final judgment of divorce. **[However, this Agreement will remain a separate contract and, therefore, it will not merge with the judgment.]**

50. **Expiration.** Unless modified, this Agreement will expire at the end of one year if a final judgment of divorce has not been entered. We can extend this time by mutual agreement, in writing, dated and signed by both of us.

51. **Governing law.** We signed this Agreement in the state of Michigan and we agree that Michigan law will govern its interpretation.

52. **Entire agreement.** This document is our entire agreement. It supersedes any prior agreements between us. There are no agreements between us other than those expressly set forth in this document.

|  |  |  |
| --- | --- | --- |
| Dated: **[date]** |   | **[Signature line]****[Typed name of Plaintiff]**Plaintiff |

|  |  |  |
| --- | --- | --- |
| Dated: **[date]** |   | **[Signature line]****[Typed name of Defendant]**Defendant |

|  |  |  |
| --- | --- | --- |
| Drafted by: |   | **[Signature line]**Mediator |

Reviewed prior to signing by clients:

|  |  |  |
| --- | --- | --- |
|   |  | **[Firm name]**  |
| Dated: **[date]** |   | **[Signature line]****[Typed name of attorney]** (P**[number]**)Attorney for Plaintiff**[Address, telephone, email]** |

|  |  |  |
| --- | --- | --- |
|   |  | **[Firm name]**  |
| Dated: **[date]** |   | **[Signature line]****[Typed name of attorney]** (P**[number]**)Attorney for Defendant**[Address, telephone, email]** |

|  |  |  |
| --- | --- | --- |
| Witness |   |   |
| Dated: **[date]** |   | **[Signature line]****[Typed name]****[Address, telephone]** |
| Witness |   |   |
| Dated: **[date]** |   | **[Signature line]****[Typed name]****[Address, telephone]** |

1. On April 1, July 1, and September 1 of each year, **[name]** will review **[his / her]** statement of earnings from employment (e.g., year-to-date income from the end of the prior quarter’s payroll) for the preceding three months of the year and determine whether and by how much this income for the period exceeded $**[amount]**. **[He / She]** will then pay **[name]** the required percentage of the surplus by the 15th of that month.
2. On December 31, **[name]** will review **[his / her]** statement of earnings from employment for the entire year and determine whether and by how much **[his / her]** income for the entire year exceeds $**[above amount times 4]**. **[He / She]** will then pay **[name]** the required percentage of the surplus, with credit for the three quarterly payments, by January 15. If the end of the year calculation results in an overpayment of additional support in the first three quarters, the adjustment will be recovered in the first quarter of the following year.
3. Annually, when **[name]** files income tax returns, **[he / she]** will determine **[his / her]** profits from all outside employment sources (as indicated on schedule C), and will pay **[name]** the allotted spousal support percentage of these schedule C profits by April 15.