

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

\_\_\_\_\_  
**Plaintiff,**

**v.**

\_\_\_\_\_  
**Defendant.**

**Civil Action**

**File No.:** \_\_\_\_\_

**SETTLEMENT AGREEMENT WITH MINOR CHILDREN**

This is an agreement between \_\_\_\_\_ (referred to herein as "Plaintiff")  
and \_\_\_\_\_ (referred to herein as "Defendant").

The parties are married but currently separated; and they have \_\_\_\_\_ minor children together who are listed  
below:

Child's Name	Year of Birth

The parties want to settle between themselves all questions of custody, visitation, child support, insurance, alimony, division of property, debts, and all other rights and obligations arising out of their marital relationship.

THEREFORE, in consideration of the mutual promises and declaration in this agreement, the parties agree as follows:

**1. Separation**

The parties shall continue to live apart and each one shall be free from all interference and control by the other, as fully as if unmarried, and each may reside at such places as s/he may choose.

**2. Custody and Visitation**

*[Note: The Parenting Plan must be filed in all cases involving child custody unless waived by the Court.]*

This issue has been addressed in the attached *Parenting Plan*, which is hereby made a part of this *Settlement Agreement* as if fully set forth here.

### 3. Child Support, Health Insurance, and Health Care Expenses

The statutory requirements of O.C.G.A. § 19-6-15 (Child Support Guidelines) have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

- (a) Gross Income – Plaintiff's gross monthly income (before taxes), is \$ \_\_\_\_\_; the Defendant's gross monthly income (before taxes) is \$ \_\_\_\_\_.
- (b) Child – The number of children for whom support is being provided under this order is \_\_\_\_\_. Their names and years of birth are:

Child's Name	Year of Birth

- (c) Attachments – The *Child Support Worksheet* and *Schedules* are attached hereto, along with any other applicable schedules.
- (d) Child Support Amount – The \_\_\_\_\_ shall pay to the \_\_\_\_\_ for the support of the minor children, the sum of \$ \_\_\_\_\_ per month, beginning with a payment of \$ \_\_\_\_\_ on the first (1<sup>st</sup>) day of each and every month thereafter until the minor children reach the age of majority, become self-supporting, marry, die, no longer reside with the \_\_\_\_\_, or are otherwise emancipated, whichever of these events shall first occur. PROVIDED HOWEVER, that if at the time the parties' child attains eighteen (18) years of age, s/he has not graduated from high school and is then enrolled full time in high school and progressing toward graduation in the normal course, then such child support shall continue until such time as said children graduate from high school, are no longer enrolled full time and progressing normally, or attain the age of twenty (20) years, whichever first occurs.
- (e) Deviation from Presumptive Amount

[Check and complete **only one** of the following choices.]

- ☐ (a) No Deviation – It has been determined that none of the deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph d above is the Presumptive Amount of child support shown on the attached *Child Support Worksheet*.
- ☐ (b) Deviation – It has been determined that one or more of the Deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The Presumptive Amount of Child Support that would have been required under O.C.G.A. § 19-6-15, if the deviations had not been applied, is \$ \_\_\_\_\_ per month, as shown on the attached *Child Support Worksheet*. The attached *Schedule E* explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children subject to this child support determination is served by deviation from the Presumptive Amount of Child Support.

(f) Health, Dental & Vision Insurance for Children

*[Check and complete all parts of **only one** of the following choices.]*

- ☐ (a) Insurance Available – The following insurance for the children involved in this action is available at a reasonable cost to the \_\_\_\_\_ through that parent's employer or the PeachCare Program: ☐ Health (medical, mental health, and hospitalization) ☐ Dental ☐ Vision

So long as it remains available to that parent, the \_\_\_\_\_ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen (18), dies, marries, or otherwise becomes emancipated; except that if the children becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the children until the child has graduated from secondary school or reaches twenty (20) years of age, whichever occurs first.

- (1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.
- (2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

- ☐ (b) Insurance Not Available – Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for the children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:

☐ Health (medical, mental health, and hospitalization) ☐ Dental ☐ Vision.

When insurance has been obtained by either party, Paragraphs 3(f)(a)(1) and (2) shall apply.

- (g) Uninsured Health Care Expenses – Plaintiff shall pay \_\_\_\_\_% and Defendant shall pay \_\_\_\_\_% of all expenses incurred for the children's health care (including medical, dental, mental health, hospital, and vision care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within thirty (30) days after receiving the verification of a particular health care expense.

- (h) Parenting Time Amounts – The approximate number of days of parenting time per year according to the visitation order is \_\_\_\_\_ days for Plaintiff and \_\_\_\_\_ days for Defendant.

- (i) Continuing Garnishment for Child Support – Whenever, in violation of the terms of the Order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

(j) Income Deduction Order

[Check and complete **only one** of the following choices.]

- ☐ (a) An *Income Deduction Order* shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of the child support and alimony (if any) provided. The *Income Deduction Order* shall take effect:
- [To finish (a), you must check (1) **or** (2) as follows. **Do not check both.**]
- ☐ (1) immediately upon entry by the Court.
- ☐ (2) upon accrual of a delinquency equal to one month's support. The *Income Deduction Order* may be enforced by serving a *Notice of Delinquency*, as provided in O.C.G.A. § 19-6-32(f).
- ☐ (b) The parties agree that an *Income Deduction Order* is not immediately necessary.
- ☐ (c) The Court finds that there is good cause not to require income deduction, having determined that income deduction will not serve the child's best interests and that there has been sufficient proof of timely payment of any previously ordered support.

**4. Alimony**

[Check and complete **only one** of the following choices.]

- ☐ (a) The \_\_\_\_\_ shall pay to the \_\_\_\_\_ as alimony, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ☐ monthly/ ☐ semi-monthly/ ☐ bi-weekly/ ☐ weekly, beginning on \_\_\_\_\_, and continuing ☐ monthly/ ☐ semi-monthly/ ☐ bi-weekly/ ☐ weekly thereafter,
- ☐ (1) until the recipient remarries or dies.
- ☐ (2) for a period of \_\_\_\_\_.
- ☐ (b) Each party expressly waives the right to receive alimony from the other party.

**5. Property Division**

[Check and complete **only one** of the following choices.]

- ☐ (a) The parties acknowledge that they have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement.
- ☐ (b) The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this *Settlement Agreement*. The parties agree to transfer possession and title to their property as follows:
- ☐ (1) Marital Home – The marital home of the parties, located at the following address: \_\_\_\_\_
- \_\_\_\_\_,
- Shall be conveyed to the \_\_\_\_\_ in fee simple. The legal description of the property appears on the deed, a copy of which is attached to this *Settlement*

Agreement. The \_\_\_\_\_ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of \_\_\_\_\_.

☐ (A) The \_\_\_\_\_ shall have a protected interest in the home in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Upon the sale or transfer of the home, the protected interest shall be paid.

☐ (B) The \_\_\_\_\_ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the \_\_\_\_\_ shall no longer be liable on the mortgage loan(s). If the \_\_\_\_\_ is not able to refinance by \_\_\_\_\_, 20\_\_\_\_, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.

☐ (2) Vehicles – The vehicles owned by the parties shall be transferred or retained as follows:

Year/Make/Model of Vehicle	Vehicle ID # (VIN)	Goes To

The party listed above for each vehicle shall be responsible for all car loan payments, ad valorem taxes, registration fees, and insurance on that vehicle accruing after the following date:

\_\_\_\_\_, 20\_\_\_\_.

☐ (3) Other Personal Property – The parties acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, on or before \_\_\_\_\_, 20\_\_\_\_.

To Plaintiff, as follows:

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To Defendant, as follows:

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Except as otherwise specifically provided in this *Agreement*, the transfers listed above shall be completed no later than \_\_\_\_\_, 20\_\_\_\_, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either party to this *Agreement*, this *Agreement* shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this *Agreement*, or a properly certified copy of it, in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this *Agreement*, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions, and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this *Agreement*, except as provided in this *Agreement*.

## 6. Debts

*[Check and complete **only one** of the following choices.]*

- ☐ (a) The parties acknowledge that they have no outstanding joint or marital debts.
- ☐ (b) The responsibility for payment of the parties' joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all attorney's fees and costs of collection which the other party may incur as a result of the legal action.

## 7. Tax and Bankruptcy Construction of this Agreement

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this *Agreement*, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this *Agreement* shall not be

dischargeable in bankruptcy under 11 U.S.C. § 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments shall be non-dischargeable in bankruptcy under 11 U.S.C. § 523(a)(15).

#### 8. Consent Mutual Restraining Order

*[This paragraph is optional. Check the box if the paragraph is applicable to your situation.]*

☐ The parties shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing, and stalking each other. By consenting to this, the parties in no way admit that such acts were ever done in the past, but agree not to engage in such acts in the future. This provision shall be enforceable by the Court's contempt power.

#### 9. Voluntariness of Agreement

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. They have agreed to enter into this *Agreement* based on their knowledge of the income and assets of the parties and their written statement in this *Agreement*. After considering all of this, they have decided to enter into this *Agreement* freely and voluntarily.

#### 10. Completeness of Agreement

This *Agreement* constitutes the entire understanding of the parties. There are no representations or promises other than those expressly included in this *Agreement*. Each party hereby states under oath that the financial representations in this *Agreement* are accurate and complete, to the best of that party's information, knowledge, and belief.

#### 11. Effect of Divorce

Both parties understand that this *Agreement* does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this *Agreement* shall be presented to the Court and incorporated by reference into any judgment concerning the matters covered by the *Agreement*. Even if it becomes part of a divorce judgment, this *Agreement* shall survive and can be enforced independently from the judgment of divorce.

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

Sworn to and affirmed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_.

Sworn to and affirmed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: \_\_\_\_\_  
(Notary Seal)

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: \_\_\_\_\_  
(Notary Seal)