

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

Plaintiff,

v.

Defendant.

Civil Action

File No.: _____

SETTLEMENT AGREEMENT WITHOUT 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. They have no minor children together.

The parties want to settle between themselves all questions of 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. 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.

3. 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 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 Agreement. The parties agree to transfer possession and title to the 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:

To Defendant, as follows:

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*.

4. 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.

5. 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).

6. 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.

7. 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.

8. 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.

9. 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)