

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

, §		
Plaintiff,	§	
v.	§	
, §	§	CIVIL ACTION
Defendant.	§	FILE NO. _____

SETTLEMENT AGREEMENT

This an agreement by and between _____ [name],
(hereinafter referred to as "Husband") and _____ [name],
(hereinafter referred to as "Wife").

Whereas, the parties are married but are currently living in a bona fide state of separation;

Whereas, the child(ren) born as issue of the marriage is/are:

Name:	Year of Birth:

Whereas, the parties desire to settle between themselves all questions of division of property, child custody, visitation, child support, alimony, and all other rights and obligations arising out of their marital relationship;

Now, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1.

SEPARATION

The parties shall continue to live separate and apart. Each shall be free from interference, molestation, authority and control, directly or indirectly, by the other, as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

2.

CUSTODY AND VISITATION

The parties agree that the welfare of the child(ren) is of paramount importance and each agrees to foster and encourage a feeling of affection between themselves and the child(ren). Neither party shall do anything to hamper the natural development of the children's love and respect for the other party.

3.

LEGAL AND PHYSICAL CUSTODY

Agreements regarding legal and physical custody of the child(ren) are covered in detail in the *Parenting Plan*, Section I.

We have completed the *Parenting Plan* and are filing it with the *Complaint For Divorce* and this *Settlement Agreement*. **NOTE: You MUST complete and file the *Parenting Plan* to meet the requirements of O.C.G.A. § 19-9-1.**

4.

VISITATION

Agreements regarding visitation of the child(ren) by the non-custodial parent are covered in detail in the *Parenting Plan*, Section II.

We have completed the *Parenting Plan* and are filing it with the *Complaint For Divorce* and this *Settlement Agreement*. **NOTE: You MUST complete and file the *Parenting Plan* to meet the requirements of O.C.G.A. § 19-9-1.**

5.

CHILD SUPPORT

You must go to <http://csc.georgiacourts.gov/> and complete the *Child Support Worksheet*, which is a Microsoft Office Excel spreadsheet. This is the way that you will determine the amount that must be filled in paragraph 6 of this *Settlement Agreement*.

YOU MUST PRINT THE WORKSHEET AND INCLUDE IT IN YOUR PAPERWORK IN ORDER TO FILE.

We have completed the *Child Support Worksheet* and are filing it with the *Complaint For Divorce*, the *Parenting Plan*, and this *Settlement Agreement*.

6.

CHILD SUPPORT AMOUNT

(Choose and complete either A or B)

- A. The Husband shall pay to the Wife as support of the minor child(ren), the sum of \$ _____ * per month, starting on _____, 20 ____, and continuing per month, to be paid by the 1st day of each month thereafter until the child(ren) reach(es) the age of eighteen, dies, marries, or otherwise becomes emancipated; provided that if a child becomes eighteen years old while enrolled in and attending secondary school on a full time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.
- B. The Wife shall pay to the Husband as support of the minor child(ren), the sum of \$ _____ * per month, starting on _____, 20 ____, and continuing per month, to be paid by the 1st day of each month thereafter until the child(ren) reach(es) the age of eighteen, dies, marries, or otherwise becomes emancipated; provided that if a child becomes eighteen years old while enrolled in and attending secondary school on a full time basis, then the child support shall continue for the child until the child has graduated from secondary school or reaches twenty years of age, whichever occurs first.

**The amount was derived from line 13 of the Child Support Worksheet, which is attached.*

7.

CHILD SUPPORT METHOD OF PAYMENT

(Check only ONE (and complete) either A, B or C)

- A. All payments of child support shall be paid directly to the Husband or Wife at the following address: _____
_____. No *Income Deduction Order* will be entered into at this time. However, whenever in violation of the terms of this Agreement, there shall have been a failure to make the support payments due hereunder so that the amount unpaid is equal to or greater than the amount payable for one (1) month, the requirement payments may be collected by the process of continuing garnishment for support. In the event the party obligated to pay child support fails to pay any said child support obligation in this Agreement on a timely fashion on any three (3) occasions in any twelve (12) month period, the parties agree that an *Income Deduction Order* shall then be entered.
- B. All payments of child support shall be remitted to the custodial parent by the employer of the non-custodial parent pursuant to an *Income Deduction Order*.
- C. All payments of child support shall be remitted by the employer of the non-custodial parent to Georgia Child Support Enforcement pursuant to an *Income Deduction Order*.
- D. All payments of child support shall be remitted directly by the non-custodial parent to Georgia Child Support Enforcement.

8.

CHILD SUPPORT ORDER ADDENDUM

A *Child Support Order Addendum* must be completed and filed.

We have completed the *Child Support Order Addendum* and are filing it with the *Complaint For Divorce*, the *Parenting Plan*, *Child Support Worksheet* and this *Settlement Agreement*.

9.

HEALTH INSURANCE

The Husband or Wife shall maintain a policy of medical, dental, and hospitalization insurance for the benefit of the minor child(ren) for so long as the child support obligation set forth herein exists. Costs not covered under the insurance policy shall be divided between Husband and Wife as follows:

The party maintaining insurance shall provide the other party with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other party in submitting claims under the policy.

10.

ALIMONY

(Check only ONE either A, B, C, D or E)

- A. The Husband shall pay to the Wife as alimony the sum of \$ _____ per week / month, to be paid beginning on _____, 20__ and to continue thereafter until the following date: the _____ day of _____ [month], _____ [year].
- B. The Wife shall pay to the Husband as alimony the sum of \$ _____ per week / month, to be paid beginning on _____, 20__ and to continue thereafter until the following date: the _____ day of _____ [month], _____ [year].
- C. The Husband shall pay to the Wife as alimony the sum of \$ _____ per week / month, to be paid beginning on _____, 20__ and to continue thereafter until the Wife either remarries or dies.
- D. The Wife shall pay to the Husband as alimony the sum of \$ _____ per week / month, to be paid beginning on _____, 20__ and to continue thereafter until the Husband either remarries or dies.
- E. The parties hereby expressly waive (give up) alimony for the past, present, and future.

11.

DIVISION OF PROPERTY

(Check only ONE either A, B, or C)

- A. The parties acknowledge that they have no marital property to divide.
- B. The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment, and other such property. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.
- C. The parties acknowledge that they possess various items of jointly owned property which shall be divided as follows:

1. To the Wife:

2. To the Husband:

12.

DIVISION OF DEBTS

(Check only ONE either A or B)

- A. The parties acknowledge that they have no outstanding joint debts.
- B. The parties agree to the division of debts as indicated below:

Creditor:	Amount:	Responsible Party:
	\$	
	\$	
	\$	
	\$	
	\$	

The responsible party will repay the non-responsible party for any collection on these obligations. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT HAS NO EFFECT ON THE RIGHTS OF ANY CREDITOR.**

13.

NAME RESTORATION

- The Husband consents to the Wife's request that her full prior or maiden name be restored, to wit: _____.

14.

BINDING 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. This agreement is the entire understanding of the parties and there are no verbal agreements outside of this written contract.

15.

ENFORCEABILITY

It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either party shall bring or maintain an action for dissolution of the marital relationship, this Agreement shall be presented to the Court and incorporated by reference into judgment or decree concerning the matters provide herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

IN WITNESS WHEREOF, the parties have signed their names on the date hereinafter set forth.

Signature of Plaintiff (in the presence of a Notary Public)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public, State of Georgia

My Commission Expires: _____

Signature of Defendant (in the presence of a Notary Public)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public, State of Georgia

My Commission Expires: _____