

IN DISTRICT COURT, _____ COUNTY, NORTH DAKOTA

_____,	}	
Plaintiff,	}	
	}	
vs.	}	SETTLEMENT AGREEMENT
	}	
_____,	}	Civil No. _____
Defendant.	}	
	}	

Plaintiff and defendant have reached an agreement resolving all of the issues in this divorce proceeding.

Plaintiff and defendant's entire agreement is set forth in this Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values.

The Summons and Complaint were personally served upon defendant on _____, 20____, as indicated by the Admission of Service on file herein.

Plaintiff and defendant agree to the following facts regarding this case.

AGREEMENT AS TO FACTS

1. Plaintiff's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

2. Defendant's full name, address, year of birth, and last four digits of social security number are:

Full Name: _____
First Middle Last

Address: _____
Street Address Apt.

City County State Zip

Year of Birth: _____

Last Four Digits of Social Security Number: _____

3. Plaintiff and defendant were married on _____ in the City of _____, County of _____, State of _____.

4. Plaintiff lived in North Dakota for the entire six (6) months immediately before serving this Complaint for Divorce.

5. Plaintiff is a member of the armed forces: Yes ☐ No ☐.

6. Defendant is a member of the armed forces: Yes ☐ No ☐.

7. Irreconcilable differences have arisen between the parties making the continuation of the marriage impossible.

8. There is no separate court case for divorce, legal separation, or annulment that has already been started by Plaintiff or Defendant in North Dakota or any other state.

9. An Adult Abuse Protection Order or Restraining Order is in effect regarding plaintiff or defendant: Yes ☐ No ☐.

If YES, the order protects plaintiff ☐ defendant ☐. The Order was filed in _____ County on the following date _____ and the court file number is _____.

10. There are no minor or dependent children born or expected to be born of this marriage.

11. Plaintiff has the following sources of monthly income:

Source/Describe	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other	\$

12. Defendant has the following sources of monthly income:

Source/Describe	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other	\$

13. Plaintiff needs spousal support from defendant: Yes ☐ No ☐.

If YES, this is because plaintiff is _____ years of age, has been married to defendant for _____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

_____.

14. Defendant needs spousal support from plaintiff: Yes ☐ No ☐.

If YES, this is because defendant is _____ years of age, has been married to plaintiff for _____ years, has a monthly income totaling \$_____, has monthly expenses totaling \$_____, and because:

_____.

15. Plaintiff and Defendant have outstanding debts and liabilities: Yes ☐ No ☐
If YES, Plaintiff's and Defendant's outstanding debts and liabilities are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
16. Plaintiff and Defendant own vehicles or watercraft: Yes ☐ No ☐
If YES, the vehicles or watercraft are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
17. Plaintiff and Defendant jointly own marital property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.
18. Plaintiff and Defendant **jointly** own real estate: Yes ☐ No ☐
If YES, the real estate jointly owned by Plaintiff and Defendant is listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
19. Plaintiff owns real estate **solely** in his or her own name: Yes ☐ No ☐
If YES, the real estate owned **solely** by Plaintiff is listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
20. Defendant owns real estate **solely** in his or her own name: Yes ☐ No ☐
If YES, the real estate owned **solely** by Defendant is listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
21. Plaintiff or Plaintiff's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for plaintiff:
Yes ☐ No ☐
If YES, the plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
22. Defendant or Defendant's past or present employer or union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for defendant:
Yes ☐ No ☐
If YES, the plans are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

23. Plaintiff and Defendant own financial or other assets not otherwise mentioned.

Yes ☐ No ☐.

If YES, the financial or other assets not otherwise mentioned are listed on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

24. Plaintiff wants to change his or her name: Yes ☐ No ☐.

If YES, the new name is _____
and plaintiff has no intent to defraud or mislead anyone by changing his/her name.

25. Defendant wants to change his or her name: Yes ☐ No ☐.

If YES, the new name is _____
and defendant has no intent to defraud or mislead anyone by changing his/her name.

THE PARTIES STIPULATE AND AGREE that the following terms and provisions may, if approved by the Court be entered as the Judgment and Decree in the above captioned case.

STIPULATED TERMS FOR JUDGMENT

1. **Divorce and Court Approval.** The plaintiff is awarded an absolute Decree of Divorce from the defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, plaintiff will submit this Agreement to the above-entitled Court. If the divorce is not granted, the terms of this Agreement shall be of no effect. If the Court does not approve this Agreement, the parties shall be advised and shall be given the opportunity to appear and present argument, witnesses and testimony. If the Court approves this Agreement, and if the Court grants a dissolution to plaintiff herein, the terms of this Agreement shall be made a part of any Decree issued by reference, whether or not each and every portion of this Agreement is literally set forth in the Judgment and Decree.

2. ☐ a. Defendant shall pay to plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ b. Plaintiff shall pay to defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ c. Neither plaintiff nor defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

☐ d. The issue of spousal support shall be reserved.

3. *(Choose one)*

☐ Plaintiff and Defendant DO NOT own any vehicles or watercraft.

☐ The vehicles or watercraft shall be awarded to Plaintiff and Defendant as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement. The party receiving each vehicle or watercraft shall pay for all loans and insurance associated with the vehicle.

4. Plaintiff's and Defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.

5. *(Choose one)*

☐ Plaintiff and Defendant DO NOT have any outstanding debts or liabilities.

☐ Plaintiff's and Defendant's debts and liabilities shall be paid as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement. Each party shall hold the other harmless from any responsibility for the debts and liabilities each is ordered to pay. Any debts and liabilities not listed on Exhibit A shall be paid by the person whose name is on the debt or liability.

6. *(Choose one)*

☐ Plaintiff and Defendant DO NOT **jointly** own any real estate.

☐ Plaintiff's and Defendant's **jointly** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

7. *(Choose one)*

☐ Plaintiff DOES NOT **solely** own any real estate.

☐ Plaintiff's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

8. *(Choose one)*
- ☐ Defendant DOES NOT **solely** own any real estate.
- ☐ Defendant's **solely** owned real estate shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
9. *(Choose one)*
- ☐ Plaintiff DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.
- ☐ Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
- If Plaintiff's retirement plan is divided between Plaintiff and Defendant, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We agree Plaintiff shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.
10. *(Choose one)*
- ☐ Defendant DOES NOT have any pensions, profit-sharing plans, individual retirement accounts (IRAs) or other retirement plans.
- ☐ Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.
- If Defendant's retirement plan is divided between Defendant and Plaintiff, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We agree Defendant shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.
11. *(Choose one)*
- ☐ Plaintiff and Defendant DO NOT own financial or other assets not otherwise mentioned.
- ☐ The parties shall be awarded all right, title, interest and equity in and to the financial or other asset not otherwise mentioned, as stated on the attached Exhibit A. Exhibit A is incorporated into this Settlement Agreement.

12. Plaintiff's name shall be changed to: _____.
☐ Does Not Apply.
13. Defendant's name shall be changed to: _____.
☐ Does Not Apply.
14. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.
15. **Finality of Settlement.** This Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties.
16. **Validity of Agreement.** This Agreement shall be binding upon the parties hereto with respect to the above-entitled action, or any other action between the parties and it is agreed that the material provisions of this Agreement shall be incorporated in and made a part of any judgment or decree entered into this action.
17. **Full Disclosure and Reliance.** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.
18. **Acknowledgment of Agreement.** The parties have read this Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Agreement is fair, just, and equitable under the circumstances, and it has been made in aid of an orderly and just determination of the property settlement in this matter satisfactory to both parties. This Agreement is being entered into by the parties subsequent to the definite understanding between them that there can be no reconciliation.
19. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of his/her choice. The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

(Signatures follow on Page 9 of 10 and Page 10 of 10.)

Plaintiff's Signature:

I, _____, Plaintiff, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated this _____ day of _____, 20____.

(Signature of Plaintiff)

(Plaintiff's Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20____ by

_____.

(Notary Public or Clerk of Court)

If notary, my commission expires: _____

(Defendant's signature follows on Page 10 of 10.)

Defendant's Signature:

I, _____, Defendant, state under penalty of perjury that the information in this Settlement Agreement is true and correct, and that I have read, understand, and agree to be bound by this agreement.

Dated this _____ day of _____, 20_____.

(Signature of Defendant)

(Defendant's Printed Name)

(Address) (City, State, Zip Code) (Telephone Number)

STATE OF _____)

COUNTY OF _____)SS

Signed and sworn to before me on _____, 20_____ by

_____.

(Notary Public or Clerk of Court)

If notary, my commission expires: _____