

Before You Begin – Review Form 3 & Form 4

Before you begin the steps for the *Divorce With An Agreement – No Children* forms packet, review the “Settlement Agreement” (Form 3) and “Exhibit A: Confidential Division of Property and Debts and Values” (Form 4).

Form 3 and Form 4 make up the Full Written Agreement for this divorce packet.

If you believe that you and your spouse can reach an agreement on **Every** paragraph of Form 3 and Form 4, follow the instructions to complete **All** of the forms and file with the Clerk of Court.

If you Don't Believe you and your spouse can reach an agreement on Every paragraph of Form 3 and Form 4, you Can't use this packet of forms. To see the other divorce resources available through the ND Legal Self Help Center, go to ndcourts.gov/legal-self-help/divorce. Review the Summary Divorce packet of forms and the Contested Divorce Informational Guide.

This packet of forms is designed for use in divorces with uncomplicated circumstances and Doesn't apply to every possible situation or circumstance. If you discover that this packet of forms doesn't fit the divorce agreement between you and your spouse, you'll need to create all of your own divorce documents or retain an attorney to do so.

The *Divorce With An Agreement – No Children* forms packet may be used by spouses who agree in Writing on Every issue in the divorce.

Each of the following forms Must be completed and signed as indicated Before filing with the Clerk of Court.

- Form 1. Summons** (signed by Plaintiff and a clerk of court)
- Form 2. Complaint** (signed by Plaintiff)
- Form 3. Settlement Agreement** (signed by Plaintiff & Defendant in presence of notary public)
- Form 4. Exhibit A: Confidential Division of Property and Debt and Values** (signed by Plaintiff & Defendant in presence of notary public)
- Form 5. Admission of Service** (signed by Defendant)
- Form 6. Affidavit of Proof for Stipulated Judgment** (signed by Plaintiff in presence of notary public)
- Form 7. Findings of Fact, Conclusions of Law and Order for Judgment (Proposed)** (completed, not signed)
- Form 8. Judgment (Proposed)** (completed, not signed)
- Form 9. Confidential Information Form** (signed by Plaintiff & Defendant)

Don't include this cover sheet when you serve or file the completed form.

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, as indicated by the Admission of Service on file herein.

Plaintiff and Defendant expressly agree that, once signed, Plaintiff may, without further notice to Defendant, forward this Settlement Agreement and Exhibit A: Confidential Division of Property and Debts and Values to the court for its review, approval, and entry of judgment consistent with terms agreed upon by the parties.

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

AGREEMENT AS TO FACTS

1. Plaintiff's information:

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 information:

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 own property and have outstanding debts and liabilities, all of which are listed on the attached Exhibit A: Confidential Division of Property and Debts and Values. Exhibit A is incorporated by reference into this Settlement Agreement.

16. Plaintiff wants to change their name: Yes ☐ No ☐.

If YES, the new name is _____
and Plaintiff has no intent to defraud or mislead anyone by changing their name.

17. Defendant wants to change their name: Yes ☐ No ☐.

If YES, the new name is _____
and Defendant has no intent to defraud or mislead anyone by changing their 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. (Choose one)

☐ 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 general term 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. Plaintiff and Defendant agree to the values and division of all property, debt, and liabilities in this divorce proceeding. Plaintiff and Defendant's entire agreement resolving the values and division of all property, debt, and liabilities is set forth in the attached Exhibit A: Confidential Division of Property and Debts and Values. Exhibit A is incorporated by reference into this Settlement Agreement.

4. Plaintiff and Defendant agree to share historical accounting and tax information, documents, and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years. Each party must execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years

5. There shall be no restrictions on remarriage.

6. Plaintiff wants to restore their name: Yes ☐ No ☐.

If YES, Plaintiff's name shall be changed from: _____

to: _____.

7. Defendant wants to restore their name: Yes ☐ No ☐.

If YES, Defendant's name shall be changed from: _____

to: _____.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **Waiver of Counsel.** The parties acknowledged that each has the right to be represented by a lawyer of their 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.

Plaintiff's Signature (*Defendant's signature follows on Page 8 of 8*):

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 (*Plaintiff's signature is on Page 7 of 8*):

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: _____