

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.

a. 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, and date of birth are:

Full Name: _____
 First Middle Last

Address: _____
 Street Address Apt.

 City County State Zip

Date of Birth: _____

2. Defendant’s full name, address, and date of birth are:

Full Name: _____
 First Middle Last

Address: _____
 Street Address Apt.

 City County State Zip

Date of Birth: _____

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

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

Plaintiff has the following sources of monthly income:

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

11. Defendant has the following sources of monthly income:

Source/Describe	Amount
Employment:	\$
Public Assistance:	
Social Security Benefits:	

Unemployment/Workers Compensation:

Interest/Dividend Income:

Other:

12. 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:

13. 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:

14. Plaintiff and defendant have the following outstanding debts (another sheet of paper listing other debts is attached: Yes ____ No ____)

Debt Owed To	Purpose of Debt	Debt Incurred By	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

15. Plaintiff and defendant own the following vehicles:

Type of Vehicle	Year/Make/Model	Name(s) on Title	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$

21. 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 plaintiff: Yes ____ No ____.

If YES, describe the plan (see instructions): _____

_____.

22. List all of your financial or other assets not otherwise mentioned in detail and identify which party will be awarded the asset.

Asset	Location	Account or Policy (last 4 digits)	Value	Plaintiff or Defendant
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23. 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.

24. 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 _____.
- ____ b. Plaintiff shall pay to defendant the amount of \$ _____ per month as and for spousal support for a period of _____.
- ____ 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. The vehicles shall be awarded to plaintiff and defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Year/Make/Model	Awarded To
-----------------	------------

- 4. Plaintiff's and defendant's household goods, furniture, and furnishings have already been divided to the parties' satisfaction.
- 5. a. Each party shall be solely responsible his or her separately incurred debts and may not ask the other party to help pay those debts.

Plaintiff's and defendant's marital debts shall be paid as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed To	To Be Paid By
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- 6. Plaintiff ____ defendant ____ shall be awarded sole title and interest in the homestead located at _____ in the City of _____, County of _____, State of _____, legally described as:

_____, and subject to a mortgage or loan against the property in the amount of \$_____.

_____ Does Not Apply

7. Plaintiff _____ defendant _____ shall be awarded sole title and interest in the real property located at _____ in the City of _____, County of _____, State of _____, legally described as:

_____, and subject to a mortgage or loan against the property in the amount of \$_____.

_____ Does Not Apply

8. Plaintiff's pension, profit sharing, retirement plan, or IRA shall be awarded as follows: _____

_____.

_____ Does Not Apply

9. Defendant's pension, profit sharing, retirement plan, or IRA shall be awarded as follows: _____

_____.

_____ Does Not Apply

The parties shall be awarded all right, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy (last 4 digits)	Value	Awarded To
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11. Plaintiff's name shall be changed to: _____.
_____ Does Not Apply

12. Defendant's name shall be changed to: _____.
_____ Does Not Apply

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

IN WITNESS WHEREOF, The parties hereto have signed this Agreement

Plaintiff

