

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

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

SETTLEMENT AGREEMENT

Pursuant to the laws of the state of Georgia, this agreement is made and entered into by _____, (referred to herein as "husband"), and _____, (referred to herein as "wife").

WHEREAS, the parties to this agreement are husband and wife and were married on _____;

WHEREAS, the parties are desirous of settling all issues between them relating to their statutory and moral obligations to make adequate and sufficient provisions by written agreement as to the parties' legal obligations, to make equitable settlement of all property rights between them, and further, the parties are desirous that this agreement shall become part of any final divorce decree which may be entered, and that the same shall be submitted to the court for the court's approval with a request that the court shall firmly provide in the final divorce decree that this agreement had adequately and sufficiently made an equitable settlement of the parties' property rights;

WHEREAS, _____ has/will institute the above captioned action against the _____ in the Superior Court of _____ County, Georgia and both parties hereby waive venue, service of process or further notice of any hearing;

WHEREAS, no object of this Settlement Agreement has, as any part of its consideration, the promotion, facilitation or furtherance of the dissolution of this marriage or the granting of a divorce;

NOW THEREFORE, the parties hereby compromise and agree to settle all issues between them; and in compromise of said issues, and in consideration of their mutual promises and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do therefore contract, covenant and agree, each to the other, as follows:

1. Separation of Parties.

The parties may at all times herein live apart. Each shall be free from interference, authority or control, whether direct or indirect by the other, as fully as if he or she were single and unmarried. Each may reside at such place or places as he or she may elect, provided such place or places is not in controversy of any provision of this agreement or any decree entered in the pending divorce action. The parties each agree that the provisions of this Compromise Agreement will govern their actions during the period of their separation before the entry of a divorce decree, and each agree that the other may rely upon the provisions of this agreement and be relieved of any statutory or common law obligations which each may owe to the other under the marriage laws of this or any other jurisdiction.

2. Mutual Restraining Order.

Both parties agree that they will refrain from harming, harassing, abusing or threatening or bothering the other party in any way, or interfering in any way with the right of privacy of the other party, at any time or place, whether in person or by any other means, including the solicitation or causation of any third party to commit such acts.

3. Alimony.

(Check and complete only one of these, either (a) or (b). Do not check both)

_____ a. The wife/husband shall pay to the wife/husband the sum of \$_____ per week/month to be paid beginning on _____ and to continue thereafter until the wife/husband remarries or dies.

_____ b. The parties hereby expressly waive alimony for the past, present and future.

4. Division of Real and Personal Property.

(Check and complete only one of these, either (a) or (b). Do not check both.)

_____ a. The parties acknowledge that have already made a division of their marital property, including real estate, vehicles, household goods and furnishings, bank accounts, pensions and it is agreed that each party waives any right, title or interest to said property.

_____ b. The parties acknowledge that they possess various items of marital property, which shall be divided as provided in this Settlement Agreement. The parties agree to transfer possession and title to their 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 _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

____ 2. Real Estate. The parties own other real property located at the following address: _____, shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments and mortgage loan payments on the home after the date of _____.

____ 3. Automobiles.

The vehicles owned by the parties shall be transferred or retained as follows:

<u>Year/Make/Model of Vehicle</u>	<u>Vehicle ID # (VIN)</u>	<u>Goes to</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____.

____ 4. Other Personal Property.

The parties own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20__.

To the Plaintiff:

To the Defendant:

Except as provided in this Agreement, the parties have divided their marital property. Nether 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.

5. Division of Debts and Obligations.

Debts and Obligations:

(Check and complete either (a) or (b))

____ a. The parties 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 shall indemnify or hold the other party harmless and, in addition, to pay all attorneys' fees and costs of collection which the other party may incur as a result of the legal action.

6. Waiver of All Other Rights and Claims.

Each party hereby waives and releases any right or claim including, but not limited to, the right of year's support and any right of inheritance pursuant to the laws of intestacy that they may have against the other or their estate by reason of their marriage except for those rights and claims for which this agreement provides. Both parties waive any legal right they may have to be appointed administrator of the estate of the other. Except as otherwise specifically provided herein, the parties release and discharge the other party from any and all claims and liabilities of any nature, including, without being limited to, alimony of any type or nature for the benefit of either party, and any claim for further debt allocation or property division.

7. Law Governing Agreement.

This agreement, its application and interpretation, shall be governed entirely and exclusively by the laws of the State of Georgia.

8. Agreement Binding on Estate and Privies.

This agreement shall be fully binding on the parties, their heirs, legatees, executors, administrators, and assigns.

9. Future Modifications of Agreement.

Both parties expressly reserve all rights they may have to modify the terms of this agreement under the laws of this state or any other state. Except for the rights of modification which have hereby been expressly reserved, no modification or waiver of any of the terms of this agreement shall be valid unless in writing and signed by both of the parties. Nor shall the parties attempt to waive, whether orally or in writing, any provisions contained herein whose subject matter refers to issues solely in the power and discretion of any Court having subject-matter jurisdiction thereof. No waiver of any breach hereof or default in any terms of this agreement shall constitute or operate as a waiver of any subsequent breach or default of the same or similar nature.

10. Severability of Agreement and Provisions.

Notwithstanding the incorporation of this agreement into any Final Judgment and Decree of Divorce between the parties, this agreement shall not be merged into any such decree, but shall survive independently of such Judgment and Decree. The parties hereto further agree that the provisions of this agreement shall be severable, and the validity of one provision shall not be dependent on the validity or invalidity of any other provision.

11. Agreement Voluntarily Entered.

This agreement is made and entered into freely and voluntarily by each of the parties without duress, constraint, or influence of any kind or nature on the part of the other; and each of the parties have entered into this agreement fairly and freely acting absolutely upon their independent judgment.

12. Execution of Any Necessary Documents.

The parties shall execute at any time and from time-to-time as necessary, any and all deeds, certificates of title, or other documents needed to consummate and give effect to the various agreements of the parties contained herein.

13. Provisions Binding and Enforceable.

The provisions and conditions of this compromise agreement shall be binding upon each party and enforceable by contempt proceedings by either party against the other for the violation thereof.

14. Tax Matters.

Each party agrees to be responsible solely and alone to the reporting and paying of any taxes he or she may be liable for now or in the future. Each releases the other from any obligation to file joint returns, and pay for or contribute to any taxes which may be due by the other party. Each releases any claim for any refund that may be due or

received by the other party.

15. Full Disclosure, Lack of Fraud and Duress.

Each party hereby certifies that each of them has entered into this agreement after obtaining full disclosure of all of the assets belonging to each other, both marital and nonmarital and that the consent to this agreement has been freely given and after mature consideration of all facts and circumstances relating to the parties' marital and nonmarital property and that the execution of this agreement has not been obtained by duress, fraud or undue influence of any person; and that all representations of fact and information furnished by the parties or counsel as to assets or income is accurate and complete and this agreement is fair and reasonable.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

Plaintiff

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

Notary Public

My Commission Expires:_____

Defendant

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

Notary Public

My Commission Expires:_____