

**MARITAL SETTLEMENT AGREEMENT**

**1. INTRODUCTORY PROVISIONS**

1.01 IDENTIFICATION OF PARTIES.

\_\_\_\_\_ This agreement is made between \_\_\_\_\_, hereafter referred to as "Husband" and \_\_\_\_\_, hereafter referred to as "Wife".

1.02 DATE OF MARRIAGE.

\_\_\_\_\_ The parties were married on \_\_\_\_\_, at \_\_\_\_\_, and ever since then have been and are husband and wife.

1.03 DATE OF SEPARATION.

\_\_\_\_\_ The date of separation of the parties was \_\_\_\_\_.

1.04 IRRECONCILABLE DIFFERENCES.

\_\_\_\_\_ Irreconcilable differences have led to the irremediable breakdown of the marriage, and there is no possibility of reconciliation.

1.05 MINOR CHILD(REN) OF THE MARRIAGE.

\_\_\_\_\_ There are/is \_\_\_\_\_ minor child(ren) of the marriage of the parties. The minor child(ren) are/is as follows:

<u>NAME</u>	<u>DATE OF BIRTH</u>
_____	_____
_____	_____
_____	_____
_____	_____

1.06 PURPOSE OF AGREEMENT.

\_\_\_\_\_ Except as otherwise provided in this agreement, the purpose of this agreement is to make a final and complete settlement of all rights and obligations between the parties, including all property rights and, if applicable, all rights and obligations concerning child custody and visitation, child support, and spousal support.

1.07 WAIVER OF FINAL DECLARATIONS OF DISCLOSURE.

\_\_\_\_\_ Each party hereby waives the requirements of Family Code section 2105(a) that requires the parties serve on each other final declarations of disclosure and income and expense declarations. As required by Family Code section 2105(c), the parties hereby declare as follows:

- (a) Both parties have complied with Family Code section 2104 and the preliminary declarations of disclosure have been completed and exchanged;

- (b) The parties have completed and exchanged current income and expense declarations;
- (c) Each party has entered into this waiver knowingly, intelligently, and voluntarily; and,
- (d) Each party understands that by entering into this waiver he/she may be affecting his/her ability to have the judgment set aside as provided by law.

**2. CUSTODY AND VISITATION.**

**2.01 CONFIRMATION OF PRIOR ORDER.**

\_\_\_\_\_ The parties' custody and visitation order, filed on \_\_\_\_\_ in the parties' dissolution case, shall be confirmed and incorporated by reference as the custody and visitation provisions of this agreement.

**2.02 CUSTODY.**

_____ Legal Custody	_____ Joint
	_____ Sole Legal Custody to _____.
_____ Physical Custody	_____ Joint; Primary to _____.
	_____ Sole Physical Custody to _____.

**2.03 PARENTING TIME/VISITATION.**

\_\_\_\_\_ (Name) \_\_\_\_\_ shall have parenting time/visitation with the minor child(ren) as follows:

\_\_\_\_\_ See Attachment "A", consisting of \_\_\_\_\_ pages, incorporated herein by reference, or as follows:

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**2.04 NOTICE OF CHANGE OF RESIDENCE.**

\_\_\_\_\_ Neither party may change his/her residence or that of any minor child of the parties without \_\_\_\_\_ days prior written notice to the other party.

**3. CHILD SUPPORT.**

**3.01 CONFIRMATION OF PRIOR ORDER.**

\_\_\_\_\_ A child support order was previously filed on \_\_\_\_\_ in the \_\_\_\_\_ parties' dissolution case or \_\_\_\_\_ in the Department of Child Support Services action, Case No. \_\_\_\_\_. This child support, in its entirety, shall remain in full force and effect, and is hereby incorporated by reference as the child support provisions of this agreement.

3.02 DEFER MATTER OF CHILD SUPPORT.

\_\_\_\_\_The matter of child support is deferred to the Department of Child Support Services and is scheduled to be heard on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. Any of the parties that have been contacted by DCSS shall immediately, if not already completed, all documents sent to him/her by DCSS. Both parties shall appear at Court on the above date for the DCSS hearing.

3.03 RESERVATION OF CHILD SUPPORT.

\_\_\_\_\_Neither party shall pay child support to the other. Each party shall provide the direct support for the minor child(ren) for those periods when the child(ren) is/are in his/her physical custody. The Court in the parties' dissolution action shall reserve jurisdiction to order such support payable by one party to the other on a proper showing at some future time.

3.04 BASIC PAYMENT PROVISIONS.

\_\_\_\_\_ (Name) \_\_\_\_\_ shall pay to \_\_\_\_\_, as and for support of the minor (child)ren, the amount of \$ \_\_\_\_\_ per month, payable by wage assignment on the \_\_\_\_\_ day of each month, ( \_\_\_\_\_ half on the first and half on the fifteenth of each month), commencing \_\_\_\_\_. The child support amount is allocated between/among the child(ren) as follows:

\_\_\_\_\_

\_\_\_\_\_The parties' incomes, parenting timeshare, and other circumstances upon which this support amount is based are as follows (or attached as Exhibit "B" consisting of \_\_\_\_\_ pages and incorporated herein by reference):

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\_\_\_\_\_  
\_\_\_\_\_

3.05 ADDITIONAL CHILD SUPPORT.

\_\_\_\_\_As additional child support, \_\_\_\_\_ shall pay to \_\_\_\_\_ (or \_\_\_\_\_ each party shall pay directly to) the provider half of the education and work-related child care costs of the minor child(ren) beginning on \_\_\_\_\_.

\_\_\_\_\_Child support, as described above, shall continue until the first of the following events:

- (a) The child(ren) attains age 19, or has attained age 18 and either is not a full-time high school student or is self-supporting;
- (b) The child dies;
- (c) The child(ren) enters into a valid marriage, is on active duty with any of the armed forces of the United States of America, receives a declaration of emancipation under California law, or otherwise becomes emancipated by leaving home and becoming self-supporting;
- (d) The custodial parent dies and the other parent assumes custody of the child(ren); or

(e) Further court order.

3.06 MAINTENANCE OF HEALTH INSURANCE FOR CHILD(REN).

\_\_\_\_\_ (Name) \_\_\_\_\_ shall maintain coverage for each minor child under the medical and dental insurance provided through his/her employment. To facilitate the use of such coverage for the child(ren), both parties shall cooperate fully and in a timely manner, including, but not limited to, obtaining and providing all necessary insurance cards and claim forms, completing and submitting all necessary documents, and delivering all insurance payments. For purposes of duration and modification, this provision shall be deemed part of the child support orders made by the court in the parties' dissolution action. If such insurance is or becomes unavailable, he/she shall provide similar coverage, if any, available to him/her at no cost or reasonable cost. If no insurance is available, both parties will pay equal portions of any medical costs.

3.07 PAYMENT OF UNCOVERED HEALTH CARE EXPENSES.

\_\_\_\_\_ The parties agree that \_\_\_\_\_ shall pay all (or \_\_\_\_\_ each party shall pay half) of the medical, dental, orthodontic, optical, psychiatric, psychological, and other health care expenses of each minor child, to the extent not covered by insurance. The party incurring the expense shall present to the other party an itemized statement of costs accrued or paid, proof of payment of any costs paid by the party, and any necessary information about how to make payment to the provider, within a reasonable time, but not more than \_\_\_\_\_ days after accruing the costs. The reimbursing party shall make the required payment or reimbursement within a reasonable time, but not more than \_\_\_\_\_ days after notification of the amount due. For purposes of duration and modification, this provision shall be deemed part of the child support orders made by the court in the parties' dissolution action.

3.08 CHILD SUPPORT STIPULATION ACKNOWLEDGMENTS.

\_\_\_\_\_ The parties declare the following with regard to their agreement regarding child support:

- (a) The parties are fully informed of their rights concerning child support, including the right to have child support awarded in accordance with legislatively determined guidelines;
- (b) This order is being agreed to without coercion or duress;
- (c) The agreement is in the best interests of the child(ren) involved;
- (d) The needs of the child(ren) shall be adequately met by the stipulated amount;
- (e) The right to support has not been assigned to a county pursuant to section 11477 of the Welfare and Institutions Code; and no public assistance application is pending;

3.09 OTHER CHILD SUPPORT PROVISIONS.

\_\_\_\_\_ The parties agree to the following additional child support orders:

**4. SPOUSAL SUPPORT.**

**4.01 BASIC PAYMENT PROVISION.**

\_\_\_\_\_ (Name) \_\_\_\_\_ shall pay to \_\_\_\_\_ for spousal support the sum of \$ \_\_\_\_\_ per month, payable in advance, on or before the \_\_\_\_\_ day of each month, commencing on \_\_\_\_\_ (or \_\_\_\_\_ by wage assignment) and continuing:

- (a) Until either party's death, the remarriage of the party receiving spousal support, or modification or termination by further court order, whichever occurs first.
- (b) Except by further court order, until \_\_\_\_\_ (date), either party's death, the remarriage of the party receiving spousal support, or termination by further court order, whichever occurs first.

**4.02 RESERVATION OF JURISDICTION.**

\_\_\_\_\_ The court in the parties' dissolution action shall reserve jurisdiction over the issue of spousal support payable to \_\_\_ Husband \_\_\_ Wife, until the remarriage of that party, either party's death, or modification or termination by further court order, whichever occurs first. Spousal support may be ordered payable following this reservation of jurisdiction only upon a proper showing of a change of circumstances.

**4.03 TERMINATION OF JURISDICTION.**

\_\_\_\_\_ Husband and/or \_\_\_ Wife hereby waive(s) and release(s) all rights and claims to receive support from the other party at any time. No court shall have jurisdiction to order spousal support payable by \_\_\_ Husband or \_\_\_ Wife to the other party at any time, regardless of any circumstances that may arise.

**4.04 MAINTENANCE OF HEALTH INSURANCE FOR SUPPORTED SPOUSE.**

\_\_\_\_\_ (Name) \_\_\_\_\_ shall maintain coverage for (name) \_\_\_\_\_ under the medical and dental insurance currently provided through his/her employment until the effective date of the termination of the parties' marital status, provided the coverage remains available until that date on substantially the same terms as at present. To facilitate the use of such coverage for \_\_\_\_\_, both parties shall cooperate fully and in a timely manner, including, but not limited to, obtaining and providing all necessary insurance cards and claim forms, completing and submitting all necessary documents, and delivering all insurance payments. If such insurance becomes unavailable to \_\_\_\_\_ before the marital status termination date on substantially the same terms as at present, he/she shall provide similar coverage, if any, available to him at no cost or reasonable cost.

**5. PROPERTY.**

**5.01 IDENTIFICATION AND CONFIRMATION OF SEPARATE PROPERTY.**

5.01(A) HUSBAND’S SEPARATE PROPERTY.

\_\_\_\_\_The following is/are the separate asset(s) and obligation(s) of Husband, to be confirmed to him as his separate property. Wife disclaims and waives any and all rights and interest in these assets. Husband shall pay the obligation(s) and hold Wife harmless from these liabilities (continued on Exhibit “C” if required, incorporated herein by reference):

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5.01(B) WIFE’S SEPARATE PROPERTY.

\_\_\_\_\_The following is/are the separate asset(s) and obligation(s) of Wife, to be confirmed to her as her separate property. Husband disclaims and waives any and all rights and interest in these assets. Wife shall pay the obligation(s) and hold Husband harmless from these liabilities (continued on Exhibit “D” if required, incorporated herein by reference):

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5.02 IDENTIFICATION AND DIVISION OF COMMUNITY PROPERTY.

5.02(A) HUSBAND’S COMMUNITY PROPERTY.

\_\_\_\_\_Husband shall be awarded and assigned, as a portion of his share of the community property, the following assets and liabilities. Wife transfers to Husband as his separate property all of her rights and interest in each asset. Husband shall pay all the obligations assigned to him and hold Wife harmless from each liability (continued on Exhibit “E” if required, incorporated herein by reference):

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5.02(B) WIFE’S COMMUNITY PROPERTY.

\_\_\_\_\_ Wife shall be awarded and assigned, as a portion of her share of the community property, the following assets and liabilities. Husband transfers to Wife as her separate property all of his rights and interest in each asset. Wife shall pay all the obligations assigned to her and hold Husband harmless from each liability (continued on Exhibit “F” if required, incorporated herein by reference):

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5.03 PAYMENT TO BALANCE DIVISION.

\_\_\_\_\_ To achieve and equal division of the community property, \_\_\_\_\_ shall pay to \_\_\_\_\_, on or before \_\_\_\_\_ (date), the sum of \_\_\_\_\_. If however, this sum is not paid in full on or before the due date, \_\_\_\_\_ shall pay interest at the rate of ten percent (10%) annually from the due date to the date of payment.

5.04 IN-KIND DIVISION OF LIABILITIES.

\_\_\_\_\_ Each party shall be assigned half of each of the following community liabilities:

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\_\_\_\_\_ Each party shall pay and hold the other harmless from half of each liability.

**6. THE FAMILY RESIDENCE.**

6.01 TITLE.

\_\_\_\_\_ Pending sale, the parties shall hold title to the family residence located at \_\_\_\_\_, California, as tenants in common. As soon as practicable after the effective date of this agreement, the parties shall duly execute, acknowledge, and record a deed transferring title with respect to the residence from themselves as joint tenants to themselves as tenants in common. The change of title to tenancy in common, however, shall not be dependent on execution or recordation of such a deed.

6.02 OCCUPANCY.

\_\_\_\_\_ (Name) \_\_\_\_\_ shall have exclusive occupancy of the family residence until the first of the following events:

- (a) The date of \_\_\_\_\_ arrives, or as soon thereafter as possible;
- (b) The residence is no longer the residence of both \_\_\_\_\_ and at least one child of the parties for whom a support obligation of \_\_\_\_\_ then exists;
- (c) (Name) \_\_\_\_\_ dies;
- (d) (Name) \_\_\_\_\_ remarries;
- (e) The residence is condemned, totally destroyed, or destroyed to such an extent that it is not economically feasible to repair;
- (f) (Name) \_\_\_\_\_ fails to timely make payment on the encumbrance and the holder files a notice of default or otherwise takes action to make recourse to the security;
- (g) The residence is sold by mutual agreement of the parties.

6.03 MAINTENANCE, REPAIRS, AND IMPROVEMENTS.

\_\_\_\_\_ During (name) \_\_\_\_\_ exclusive occupancy of the residence, he/she shall maintain the residence in good condition, normal wear and tear excepted, and shall be solely responsible for all costs of maintenance, repairs, or improvements in the amount of \$\_\_\_\_\_, or less. For any single item of maintenance, repair, or improvement costing over that amount, except as unavoidable due to emergency, \_\_\_\_\_ shall obtain the prior written consent of \_\_\_\_\_ for such work, which shall not be unreasonably withheld. For items costing over the stated amount, \_\_\_\_\_ shall be solely responsible for the stated amount, and the remainder of the cost shall be borne equally by the parties.

6.04 RESPONSIBILITY FOR ENCUMBRANCES, TAXES, AND INSURANCE.

\_\_\_\_\_ During (name) \_\_\_\_\_ exclusive occupancy of the residence, \_\_\_\_\_ shall be responsible for payment of the encumbrance and property taxes, and for maintenance and payment of the existing property insurance, and shall hold (name) \_\_\_\_\_ harmless from each liability. If \_\_\_\_\_ fails to timely make any payment, \_\_\_\_\_ may do so and shall be entitled to recover from \_\_\_\_\_



the amount paid, with interest at the rate of ten percent (10%) per annum from the date of payment. Neither party shall further encumber the residence in any manner without the other's prior written consent. The remedy provided to \_\_\_\_\_ in this provision shall be in addition to the right, if applicable, to an immediate sale of the residence, as provided in this agreement.

**6.05 RESERVATION OF JURISDICTION.**

\_\_\_\_\_The court in the parties' dissolution action shall reserve jurisdiction to make such orders relating to sale of the family residence that are necessary to carry out this agreement if the parties fail to cooperate or agree, including orders with respect to provisions regarding the residence pending sale, the sale process itself, disposition of proceeds, and tax consequences.

**6.06 MODIFIABILITY.**

\_\_\_\_\_The provisions of this agreement with respect to the family residence are intended as additional child support and may be modified; however, Family Code section 3808, providing for a rebuttable presumption in favor of immediate sale of the residence on the occurrence of certain specified events, does not apply.

**7. RETIREMENT BENEFITS.**

**7.01 DIVISION BY FURTHER ORDER.**

\_\_\_\_\_Based on \_\_\_ Husband's \_\_\_ Wife's employment during marriage with the following employer(s) \_\_\_\_\_, a community interest has arisen in the following plan(s): \_\_\_\_\_

\_\_\_\_\_The parties agree to and shall cooperate in the preparation of a Qualified Domestic Relations Order or retirement benefits order for each plan, which proposed order(s) shall set forth the respective community interests of the parties and govern the disposition of benefits upon qualification by the plan(s). The court shall reserve jurisdiction over the preparation of the order(s), and division of said retirement benefits.

**7.02 WAIVER OF BENEFITS.**

\_\_\_\_\_Based on \_\_\_ Husband's \_\_\_ Wife's employment during the marriage with \_\_\_\_\_, a community interest has arisen in the following plan(s): \_\_\_\_\_

\_\_\_\_\_Under the terms of this agreement, that entire interest, including the right to name beneficiaries other than the employee's spouse for death and survivor benefits payable under the plan, is being awarded to the employee-spouse. The non-employee spouse is informed that, under federal law or the terms of the plan, she/he may, but for this agreement, have become entitled to survivor rights or benefits payable by the plan. The non-employee spouse shall timely sign whatever documents, including but not limited to

a stipulated qualified domestic relations order (QDRO), that are required to implement her/his waiver of spousal rights in the plan, including written consent to the employee spouse's designation of one or more alternate beneficiaries. This provision does not waive any right expressly provided in any trust agreement or beneficiary designation executed by the employee spouse after the effective date of this agreement.

**7.03 RETIREMENT BENEFITS WARRANTY.**

\_\_\_\_\_ Each party warrants to the other that, to the best of his or her knowledge after checking with his or her employer, he or she is not a participant or beneficiary in or with respect to any benefit plan other than those disclosed and listed in this agreement. If either party becomes aware of his or her eligibility for or participation in any benefit plan not disclosed in this agreement that is based in any degree on service during the marriage and before separation, that party shall notify the other party of the existence of that eligibility or participation and authorize the plan to provide to the other party any information necessary to calculate the community interest, treating that interest as an omitted asset subject to the continuing jurisdiction of the court.

**8. OTHER PROPERTY PROVISION.**

**8.01 DISPOSITION OF AFTER-ACQUIRED ASSETS.**

\_\_\_\_\_ All assets acquired by either party after the date of separation of the parties shall be the separate property of the party acquiring them, and each party disclaims and waives any and all rights and interest in each asset acquired by the other after that date.

**8.02 ALLOCATION OF INCOME TAX REFUNDS.**

\_\_\_\_\_ Husband shall receive \_\_\_\_\_ percent of the anticipated refunds in connection with the parties' joint federal and state income tax returns for the tax year \_\_\_\_\_.  
Wife shall receive \_\_\_\_\_ percent of the anticipated refunds in connection with the parties' joint federal and state income tax returns for the tax year \_\_\_\_\_.

**8.03 OTHER**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. OTHER GENERAL PROVISIONS.**

\_\_\_\_\_ The parties stipulate to the following additional terms of this agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **10. PROPERTY WARRANTIES AND REMEDIES.**

### **10.01(A) WARRANTY OF FULL DISCLOSURE OF EXISTENCE OF ASSETS.**

\_\_\_\_\_ Each party warrants to the other that he or she does not have any knowledge of any community assets other than those disclosed and listed in this agreement.

### **10.01(B) REMEDY FOR BREACH.**

\_\_\_\_\_ If either party has any knowledge of any community asset other than those disclosed and listed in this agreement, that warrantor shall transfer or pay to the warrantee, at the warrantee's election, one of the following:

- (a) If the asset is reasonably susceptible to division, a portion of the asset equal to the warrantee's interest in it;
- (b) The fair market value of the warrantee's interest in the asset on the effective date of this agreement, plus interest at the rate of ten percent (10%) per annum from the effective date to the date of payment; or
- (c) The fair market value of the warrantee's interest in the asset on the date on which the warrantee discovers the existence of the asset, plus interest at the rate of ten percent (10%) per annum from the discovery date to the date of payment.

This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from nondisclosure of community assets.

### **10.02(A) WARRANTY OF FULL DISCLOSURE OF EXISTENCE OF LIABILITIES.**

\_\_\_\_\_ Each party warrants to the other that he or she neither has incurred nor shall incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party.

### **10.02(B) REMEDY FOR BREACH.**

\_\_\_\_\_ If either party has incurred or does incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party, that warrantor shall fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision shall not be deemed to impair the availability, in a Court of competent jurisdiction, of any other remedy arising from nondisclosure of such liabilities.

### **10.03(A) WARRANTY REGARDING UNDISCLOSED GIFTS OR TRANSFERS.**

\_\_\_\_\_ Each party warrants to the other that he or she has made no undisclosed gifts or transfers for less than adequate consideration of any community assets with fair market values over \$250.00 without the other party's knowledge.

**10.03(B) REMEDY FOR BREACH.**

\_\_\_\_\_ If either party has made any undisclosed gift or transfer for less than adequate consideration of any community asset with a fair market value over \$250.00 without the other party's knowledge, that warrantor shall pay to the warrantee a sum equal to half of the fair market value of the asset transferred, with the fair market value to be determined, at the warrantee's election, as of either (a) the effective date of this agreement or (b) the date on which the warrantee discovers the transfer, less any appreciation in the asset's value attributable solely to acts of the transferee(s) and successor(s). The warrantor shall further pay to the warrantee interest at the rate of ten percent (10%) per annum from the date elected for determination of the fair market value of the asset to the date of payment. This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from undisclosed gifts or transfers for less than adequate consideration.

**10.04(A) WARRANTY REGARDING AFTER-ACQUIRED LIABILITIES.**

\_\_\_\_\_ Each party warrants to the other that he or she shall not incur, after the effective date of this agreement, any liability on which the other shall be or may become personally liable or that could be enforced against an asset held by the other party.

**10.04(B) REMEDY FOR BREACH.**

\_\_\_\_\_ If either party incurs, after the effective date of this agreement, any liability on which the other shall be or may become personally liable or that could be enforced against an asset held by the other party, that warrantor shall indemnify the other for any liability on the obligation, attorney fees, and related costs.

**11. GENERAL PROVISIONS.**

**11.01 RELEASE OF LIABILITIES AND CLAIMS.**

\_\_\_\_\_ Except as otherwise provided in this agreement, each party hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage, including, but not limited to, property and support claims. The parties have considered such claims in this agreement.

**11.02 STATUS OF TEMPORARY ORDERS.**

\_\_\_\_\_ All temporary orders previously rendered by the court in the pending dissolution action of the parties shall be deemed fully satisfied as to those acts whose performance was required on or before the effective date of this agreement and shall be deemed superseded by this agreement as to those acts whose performance was not so required.

**11.03 WAIVER OF RIGHTS ON DEATH OF OTHER PARTY.**

\_\_\_\_\_ Except for Wife's rights under Paragraph 3.02 of this agreement, each party hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a will or other written document executed after the effective date of this agreement. Each party believes that he or she has received a fair and reasonable disclosure of the property and financial obligations of the other party. Each party's waiver is intended to be an enforceable waiver of that party's rights under Probate Code sections 140-147.

The rights waived include, but are not limited to, rights to any of the following:

- (a) Property that would pass from the decedent by intestate succession;
- (b) Property that would pass from the decedent by testamentary disposition;
- (c) A probate homestead;
- (d) The setting aside of exempt property;
- (e) A family allowance;
- (f) The setting aside of an estate;
- (g) An election to take community or quasi-community property against the decedent's will;
- (h) The statutory share of an omitted spouse;
- (i) An appointment as executor or administrator of the decedent's estate, except as the nominee of a third party legally entitled to make such a nomination;
- (j) Property that would pass from the decedent by nonprobate transfer, such as the survivorship interest under a joint tenancy, a Totten trust account, or a payable-on-death account; and
- (k) Proceeds as a beneficiary of any type of insurance policy.

#### 11.04 ENTIRE AGREEMENT.

\_\_\_\_\_ This agreement contains the entire agreement of the parties on these matters, superseding any previous agreement between them.

#### 11.05 RECONCILIATION.

\_\_\_\_\_ If the parties reconcile, this agreement shall nevertheless remain in full effect unless and until it is modified or revoked in a writing signed by both parties.

#### 11.06 MODIFICATION BY SUBSEQUENT AGREEMENT.

\_\_\_\_\_ This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in-court oral agreement made into an order by a court of competent jurisdiction.

#### 11.07 NOTICE OF BANKRUPTCY FILING.

\_\_\_\_\_ If either party decides to claim any rights under the bankruptcy laws, that party must notify the other of this intention in writing at least ten (10) days before filing the petition. Such notice must include, but not necessarily be limited to, the name, address, and telephone number of the attorney, if any, representing the party in that proceeding and the court in which the petition shall be filed.

11.08 ATTORNEY FEES IN ACTION TO ENFORCE OR MODIFY AGREEMENT.

\_\_\_\_\_ Except as to reserved issues, the prevailing party in any action or proceeding to enforce or modify any provision of this agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, shall be awarded reasonable attorney fees and costs. For the moving party to be deemed the prevailing party for purposes of this provision, at least ten (10) days before the filing of any motion he or she must provide written notice to the other party specifying the alleged breach or default, if capable of being cured, or the modification requested. The other party must then be allowed to avoid implementation of this provision by curing the breach or default specified or executing an agreement for the modification requested during the ten-day period.

11.09 COOPERATION IN IMPLEMENTATION OF AGREEMENT.

\_\_\_\_\_ On demand of the other party and without undue delay or expense, each party shall execute, acknowledge, or deliver any instrument, furnish any information, or perform any other acts reasonably necessary to carry out the provisions of this agreement. If a party fails to execute any document as required by this provision, the court may appoint the court clerk or his or her authorized designee to execute the document on that party's behalf.

11.10 EFFECTIVE DATE.

\_\_\_\_\_ The effective date of this agreement shall be the date of its execution by the second of the parties to do so.

11.11 COURT ACTION.

\_\_\_\_\_ If a judgment of dissolution of marriage is obtained by either party, the original of this agreement shall be attached to the judgment. The court shall be requested to do the following:

- (a) Approve the entire agreement as fair and equitable;
- (b) Order the parties to comply with all of its executory provisions;
- (c) Merge the provisions relating to child custody and visitation, child support, spousal support, future acts with respect to property division, attorney fees and costs, and income tax, and only those provisions, into the judgment; and
- (d) Incorporate the remainder of the agreement in the judgment for the sole purpose of identification.

11.12 ACKNOWLEDGMENTS.

\_\_\_\_\_ Each party acknowledges that he or she respectively (1) is fully informed as to the facts relating to the subject matter of this agreement, and as to the rights and liabilities of both parties; (2) enters into this agreement voluntarily, free from fraud, undue influence, coercion, or duress of any kind; (3) is representing themselves in an "in pro per" status and is therefore not represented by legal counsel; (4) prior to executing this agreement, either party may have this agreement reviewed by an attorney; and (5) has read, considered, and understands each provision of this agreement.

**12. SIGNATURES AND DATES.**

The foregoing is agreed to by:

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Husband's printed name & signature)

DATE: \_\_\_\_\_  
\_\_\_\_\_ (Wife's printed name & signature)