

PRINT in BLACK ink

Enter the name of the county in which this case is filed.

STATE OF WISCONSIN, CIRCUIT COURT,
_____ **COUNTY**

For Official Use

Enter the name of the petitioner. If joint petitioners, enter the name of the wife.

In RE: The marriage of:
Petitioner/Joint Petitioner-Wife:

First name Middle name Last name
and

Marital Settlement Agreement
Without Minor Children

Enter the name of the respondent. If joint petitioners, enter the name of the husband.

Respondent/Joint Petitioner-Husband:

First name Middle name Last name

- Divorce-40101**
- Legal Separation-40201**

Check divorce or legal separation.

Case No. _____

Enter the case number.

Check 1 or 2.

If 2, enter the reason you are asking for a legal separation and not a divorce.

WE AGREE AS FOLLOWS:

A. MARITAL RELATIONSHIP

- 1. **Divorce:** This marriage is irretrievably broken.
- 2. **Legal Separation:** This marriage is broken and the reason we are requesting a legal separation and not a divorce is: _____

Check a, b, or c.

If b, enter a date and choose 1 or 2.

If 1, enter the reasons.

If c, enter the maintenance amount and the month and year the payments should begin and end.

B. MAINTENANCE (Spousal Support)

1. For the Wife:

- a. The wife gives up her right to receive maintenance. She understands that by giving up maintenance at this time, she may never ask for maintenance.
- b. The wife is not requesting maintenance at this time, but leaves open her right to request it until _____. Her right to request maintenance is limited to:
 - 1. the following circumstance(s) only: _____
 - 2. any appropriate substantial change in circumstance.
- c. The husband shall pay maintenance to the wife in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____. Maintenance shall end on the last day of the month of ____ 20_____, or until the wife remarries, dies, or by court order, whichever comes first.

2. For the Husband:

- a. The husband gives up his right to receive maintenance. He understands that by giving up maintenance at this time, he may never ask for maintenance.
- b. The husband is not requesting maintenance at this time, but leaves open his right to request it until _____. His right to request maintenance is limited to:
 - 1. the following circumstance(s) only: _____
 - 2. any appropriate substantial change in circumstance.
- c. The wife shall pay maintenance to the husband in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____. Maintenance shall end on the last day of the month of _____, 20_____, or until the husband remarries, dies, or by court order, whichever comes first.

Check a, b, or c.

If b, enter a date and choose 1 or 2.

If 1, enter the reasons.

If c, enter the maintenance amount and the month and year the payments should begin and end.

The parties agree and understand that:

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Any debt not listed shall be the responsibility of the party who incurred it and that party shall not make any demands upon the other party concerning that debt.
- Creditors are NOT bound by this agreement and that each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion for contempt of court.

Complete this section with as much detail as possible.

Note: There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.

Note: If you have already divided the property, you must still disclose how you divided it below.

Note: Any and all assets disclosed on the parties' Financial Disclosure Statements should be included here and divided between the parties. If the parties have disposed of an asset from the time the Financial Disclosure was done, to the final hearing, please indicate what was disposed and what happened to it.

E. PERSONAL PROPERTY DIVISION

1. **Division:** The parties agree to the final personal property division as indicated below:

List the property and check if the wife or husband will have permanent use of the property once the divorce/legal separation is final.	Who will have possession?	
	Wife = W	Husband = H
Household Items	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Automobiles Year, Make, Model	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Life Insurance Name of Company & Policy #	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Business Interests Name of Business & Address	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Securities: Stocks, Bonds, Mutual Funds, Commodity Accounts Name of Company & # of shares	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Pension, Retirement Accounts, Deferred Compensation, 401K Plans, IRAs, Profit Sharing, etc. Name of Company & Type of Plan	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Cash and Deposit (Savings & Checking) Accounts Name of Bank or Financial Institution	W	H
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Other Personal Property

Description of Asset

W

H

See attached

If more space is necessary, mark the box and attach additional sheets.

Check a or b. If b, list the items and indicate when and how any exchange of personal property will take place.

2. **Exchange:** The following items still need to be exchanged between the parties:

a. **None:** all personal property has already been exchanged to the satisfaction of both parties.

b. **List of items:** _____

The exchange of personal property shall be made by: (date) _____

according to the following arrangements: _____

Any item of personal property not listed in #2(b) above shall be awarded to the party who has possession at the time of the final hearing.

Check 1 or 2.

If 2, and the parties own a primary residence, check a.

If a, enter the address and Parcel Identification Number, which can be found on your real estate tax bill.

Attach a copy of the legal description.

Check 1 or 2.

If 1, check A or B.

If 2, check A or B, then check 1, 2, 3, or 4. If 4, enter how shared responsibility for other expenditures that occur while the property is being sold.

Enter the percentage each party shall receive in a and b. The total amount must equal 100 %.

If the parties own other real estate (including any timeshare interests), check b, complete the attached Schedule A.

F. DIVISION OF REAL ESTATE

1. Neither party owns any real estate at this time.

2. One or both parties own real estate at this time.

a. **Primary Residence:** The parties own a primary residence located at:

Address: _____

City: _____ State _____ Zip _____

Parcel Identification Number (Tax Key Number): _____

Attached is a legal description of this property.

1. The primary residence shall be awarded to the:

A. Wife

B. Husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability.

2. The residence shall be placed on the market for sale.

A. Pending sale, the mortgage, taxes, and insurance shall be paid by:

1. Wife

2. Husband

3. Shared equally

4. Shared as follows: _____

B. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by:

1. Wife

2. Husband

3. Shared equally

4. Shared as follows: _____

The money from the sale of this residence shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties within 30 days of sale as follows:

a. The wife to receive _____ %.

b. The husband to receive _____ %.

b. **Other Real Estate:** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached Schedule A.

Transfer of Title: Both parties understand that this marital settlement agreement alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** or a **Wisconsin Real Estate Transfer Return** signed by the parties. The party awarded a parcel of real estate shall be responsible for having the necessary documents prepared.

G. EQUALIZATION OF MARITAL PROPERTY DIVISION

- 1. No payment is required to be made to equalize the marital property division because:
 - a. the property and debt division are equalized to the satisfaction of the parties.
 - b. equalization has been accomplished through a division of real estate sale proceeds.
- 2. A payment of \$_____ is required to equalize the marital property division.
 - a. This payment shall be made by the:
 - 1. wife to the husband.
 - 2. husband to the wife.
 - b. This payment:
 - 1. has already been made.
 - 2. shall be made in a lump sum payment no later than (date) _____.
 - 3. shall be paid in the amount of \$_____ per month beginning on the first day of the month of _____, 20____.
 - c. The amount shall earn interest until paid in full at the rate of _____% per year:
 - 1. from the date of the final hearing.
 - 2. from the date the payment was due.

If 1, check a or b.
 If 2, enter the amount.
 In a, check 1 or 2.
 In b, check 1, 2 or 3.
 If 2, enter the date [month, day, year].
 If 3, enter the amount and date.
 In c, enter the percentage and check 1 or 2.

H. TAXES

- 1. **Year of Divorce/Legal Separation:**
 - The parties agree to file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin’s Marital Property law.
 - The parties understand that their marital status on the last day of the year determines their filing status for that year, whether married or single.
 - The parties acknowledge that each is responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.
- 2. **Years Before Divorce/Legal Separation:**
 - a. Tax returns for all previous years have been filed.
 - b. The parties agree to file returns for the previous tax years as follows:
 - 1. share preparation expenses, tax liability and/or refund equally.
 - 2. Other: _____

In 2, check a or b.
 If b, check 1 or 2.
 If 2, indicate how the parties agree to handle the filing (expense and refund, if any).

I. LEGAL NAME RESTORATION

- 1. Neither party requests the right to use a former legal surname.
- 2. The wife requests the right to use a former legal surname of: _____
- 3. The husband requests the right to use a former legal surname of: _____

Note: If this is an action for legal separation, the court cannot allow a spouse to resume a former legal surname unless and until the judgment is converted to a divorce.

Check 1, 2, or 3.
 If 2 or 3, enter the former surname.

J. OTHER AGREEMENTS

We understand that any oral agreements are not enforceable by the court.

- 1. We have no other agreements, written or oral, concerning this marriage.
- 2. We have attached written agreements concerning this marriage, copies of which are attached.

Check 1 or 2.
 If 2, attach any additional agreements.

K. AGREEMENTS and UNDERSTANDINGS

We understand and agree that:

- We could each get an attorney to review this agreement.
- This form was provided as a convenience and may NOT cover all issues.
- This agreement may have tax consequences and that seeking tax advice is suggested.
- We have each fully disclosed of our income, debts, assets and liabilities to each other.
- Maintenance is deductible by the payer and taxable to the payee.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.
- There are certain legal presumptions under Wisconsin law, such as marital property should be divided 50/50.

L. VOLUNTARY EXECUTION / NATURE OF AGREEMENT

We assume equal responsibility for the entire content of this agreement. We have entered into this marital settlement agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. We believe the terms to be fair and reasonable under the circumstances.

We acknowledge that there may be substantial legal and tax implications with regard to this agreement. We understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. We acknowledge that each of us has the right to seek the advice of our own personal attorney.

M. MUTUAL / GENERAL RELEASE

We release each other from any claim of any nature that may exist. Neither of us may, at any time hereafter, sue the other, or our heirs, personal representatives, and assigns, for the purpose of enforcing any or all of the rights relinquished and/or waived under this agreement. We agree that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by the other party. We understand that this mutual and general release shall not become effective until this **Marital Settlement Agreement** is approved by the court.

N. FULL DISCLOSURE AND RELIANCE

We warrant to each other that there has been an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. We understand and agree that deliberate failure to provide complete disclosure constitutes perjury under §767.27 Wis. Stats. and a fraud upon the court. The property referred to in this agreement represents all the property in which either party has any interest. This agreement is based on our financial disclosure statements. We relied on these financial representations when entering into this agreement.

O. RESTRAINING ORDER

We agree to never interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

P. EXECUTION OF DOCUMENTS

Now, or in the future, on demand, we agree to execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this agreement.

Q. DIVESTING OF PROPERTY RIGHTS

Except as otherwise provided for in this agreement, we give up all rights to the property awarded to the other.

All property awarded to a party shall be the separate property of that party.

We shall have the right to manage our separate property as if we had never been married.

R. SURVIVAL OF AGREEMENT AFTER JUDGMENT

We agree that the provisions of this agreement shall survive any subsequent judgment of divorce and shall have independent legal significance. This agreement is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either of us may enforce this agreement in this or any other court of competent jurisdiction.

S. JURISDICTION

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes.

T. APPROVAL OF COURT REQUIRED

We have read this agreement and agree with its terms. We submit this **Marital Settlement Agreement** to the court for approval, and request the court to incorporate its terms in the final judgment. Once approved by the court, we understand that either of us may enforce this agreement in this or any other court of competent jurisdiction.

U. WAIVER OF APPEARANCE

We agree that the court may proceed with the final hearing without further notice, and consent to judgment being entered on the petition, pursuant to the terms of this **Marital Settlement Agreement** even if the respondent or one of the joint petitioners does not appear.

The wife must sign and print her name.

Enter the date on which she signed her name.

Note: This signature does not need to be notarized.

Signature of Wife

Print or Type Name

Date

The husband must sign and print his name.

Enter the date on which he signed his name.

Note: This signature does not need to be notarized.

Signature of Husband

Print or Type Name

Date

SCHEDULE A – DIVISION OF OTHER REAL ESTATE

A. **Parcel 2:** The parties own other real estate located at:

Address: _____

City: _____ State: _____ Zip: _____

Parcel Identification Number (Tax Key Number): _____

Attached is a legal description of this property.

- 1. The real estate shall be awarded to the:
 - a. Wife
 - b. Husband
 and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability.
- 2. The residence shall be placed on the market for sale.
 - a. Pending sale, the mortgage, taxes, and insurance shall be paid by:
 - 1. Wife
 - 2. Husband
 - 3. Shared equally
 - 4. Shared as follows: _____
 - b. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by:
 - 1. Wife
 - 2. Husband
 - 3. Shared equally
 - 4. Shared as follows: _____

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

- a. The wife to receive _____%
- b. The husband to receive _____%

B. **Parcel 3:** The parties own other real estate located at:

Address: _____

City: _____ State: _____ Zip: _____

Parcel Identification Number (Tax Key Number): _____

Attached is a legal description of this property.

- 1. The real estate shall be awarded to the:
 - a. Wife
 - b. Husband
 and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability.
- 2. The residence shall be placed on the market for sale.
 - a. Pending sale, the mortgage, taxes, and insurance shall be paid by:
 - 1. Wife
 - 2. Husband
 - 3. Shared equally
 - 4. Shared as follows: _____
 - b. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by:
 - 1. Wife
 - 2. Husband
 - 3. Shared equally
 - 4. Shared as follows: _____

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

- a. The wife to receive _____%
- b. The husband to receive _____%