

DISSOLUTION NO CHILDREN

* All forms in **BOLD** must be signed in front of a notary.*

Forms to be completed by you and your spouse

- Petition for Dissolution - Tells the Court why you want a dissolution and information about you and your spouse.
- Separation Agreement** - Tells the Court what you and your spouse have agreed to for the dissolution.
- Domestic Case Designation Form - Information for the clerk to track your case.
- Financial Affidavit (Husband)** - Husband completes to tell the Court about his financial situation.
- Financial Affidavit (Wife)** - Wife completes to tell the Court about her financial situation.
- Magistrate's Decision - Do not fill this out. Bring to the final hearing.

After completing the forms

- File the original of all forms with the Clerk of Common Pleas Court, 2nd Floor, Room 230, County Office Building, 125 East High Avenue, New Philadelphia, Ohio.
- The filing fee is currently \$160.00, but is subject to change. See <http://www.co.tuscarawas.oh.us/CommonPleasCourt/CourtCosts.htm> or call the Clerk of Courts office at 330-365-3243. If you are unable to pay this fee at the time of filing, you may contact Southeastern Ohio Legal Services (Legal Aid) 330-339-3998 to obtain a Poverty Affidavit.

After forms are filed

- Clerk will send you notice of any court dates. Attend all of these court dates.
- If you move, call the Clerk with your new address.
- Bring **Magistrate's Decision** to the final hearing. You will need to complete the caption of the case, date and place of the marriage, child support and sign it. The magistrate will complete the rest at the hearing.

**Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License #: _____

Petitioner,

-and-

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License #: _____

Petitioner,

Judge _____

Case No. _____

**Petition for Dissolution of
Marriage and Waiver of
Service of Summons
(No Minor Children)**

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months and residents of this county for at least 90 days or more immediately prior to filing this Petition.
2. Petitioners were married on the _____ day of _____ 20____,
in (city) _____, (state) _____
3. There are no children born or adopted during this marriage currently under the age of 19. The wife is not pregnant.
4. A Separation Agreement, agreed to and signed by both Petitioners, which provides for a division of all property, payment of all debts, and spousal support, where applicable, is attached as Exhibit A.
5. Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement, that they are satisfied with its terms, and that they seek a Dissolution of the Marriage and the Court's approval of the agreement.
6. The wife does/does not request to be restored to a former name. Former name: _____

WHEREFORE, Petitioners request the Court to grant a Dissolution of Marriage, incorporating the attached Separation Agreement.

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

Waiver of Service of Summons

Petitioners state that they are at least eighteen (18) years of age, not under disability, waive service of summons herein, and consent to the Court herein granting a Decree of Dissolution of Marriage, incorporating the attached Separation Agreement.

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

Separation Agreement
(No Minor Children)
(Exhibit A)

This Separation Agreement is voluntarily made and entered into by Wife, _____, and by Husband, _____, (hereafter called "parties"), who represent the following:

- I. The date and place of the marriage of the parties are:
Date of Marriage: _____ Place of Marriage: _____
2. Differences have arisen between the parties and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.
3. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, and for spousal support, where applicable.

In consideration of the above and the mutual promises and agreements set forth below, the parties state as follows:

I. Separation

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

II. Division of Property

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

A. Real Property (Real Estate)

- We have no real property.
- The husband has real property which he owned prior to this marriage and the wife is waiving her claims to his real property, now and in the future. The property is located at:

- The wife has real property which she owned prior to this marriage and the husband is waiving his claims to her real property, now and in the future. The property is located at:

- The parties jointly own real property and agree to dispose of it as follows:
Location: _____ Disposed of as follows: _____

- Each party shall pay for and hold the other harmless from any debt owing on real property they receive unless otherwise stated in this agreement.

B. Motor Vehicles

- There are no motor vehicles titled in either party's name.
- Husband shall receive, free and clear of any claims of the wife, all right, title, and interest in the following motor vehicles:

- Wife shall receive, free and clear of any claims of the husband, all right, title, and interest in the following motor vehicles:

- Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive unless otherwise stated in this agreement.

C. Household Goods and Personal Property

- We agree that our household goods and personal property are already divided, and we are satisfied with the division.

- Husband shall receive the following household goods: _____

- Wife shall receive the following household goods: _____

- See the attached list for the division of household goods.

D. Bank Accounts (checking, savings, credit union, certificate of deposit)

- We agree that our accounts are already divided, and we are satisfied with the division.

- Husband shall receive the following account(s): (list the type and account number)

- Wife shall receive the following account(s): (list the type and account number)

- We have no accounts.

E. **Stocks and/or Bonds**

- We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.
- Husband shall receive the following stocks/bonds: _____
- Wife shall receive the following stocks/bonds: _____
- We do not have any stocks/bonds.

F. **Pension/Profit Sharing, IRA, 401 K and/or other Retirement Plans**

- We agree that these assets are already divided, and we are satisfied with the division.
- Husband shall receive the following: _____
- Wife shall receive the following: _____
- We do not have any of the above.

G. **Life Insurance**

- We agree that the cash value of all life insurance policies has already been divided.
- Husband shall receive the following life insurance policy, free and clear of any claims of the wife: _____
- Wife shall receive the following life insurance policy, free and clear of any claims of the husband: _____
- The parties have no life insurance policies with a cash value.

III. **Spousal Support**

- Neither the wife nor the husband shall pay spousal support now or in the future to the other.
- _____ shall pay spousal support to _____ in the amount of _____ per month, plus a 2% processing fee, payable through the Tuscarawas County Child Support Enforcement Agency (CSEA) effective _____ 20____, which shall terminate upon the happening of the earliest of the following events:
 1. After a period of _____ months;
 2. Death of the spouse receiving or paying the spousal support;
 3. Cohabitation with another person by the spouse receiving support;
 4. (Other): _____

The parties agree that the Court **shall/shall not** have continuing jurisdiction to modify spousal support. (Circle one)

IV. **Debts**

- Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution.
- We have no debts.
- We agree to the payment of all debts we owe as follows:

	Creditor	Purpose of Loan	Approximate Balance	Who will pay Husband/Wife
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

V. **Non-Use of Other's Credit**

Neither party shall incur any debt or obligation upon the credit of the other. If they do, they shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

Vi. **Name Change**

The wife does/does not request she be restored to a former name: _____

VII. **Complete Disclosure**

Each Party Has Made a Full and Complete Disclosure of Their Assets and Property, and Neither Has Knowledge of Any Property of Any Kind in Which the Parties Have Any Interest. In the Event it Is Discovered That Either Party Has Failed to Disclose, Whether Knowingly or Inadvertently, an Asset the Value of Which Is Greater than \$1,000.00, the Other Party Shall Be Entitled to One-half of Its Value Upon Written Request

VIII. **Incorporation into Decree**

If either the husband or the wife files an action for divorce or legal separation, or if they jointly institute proceedings for a dissolution, in this state or elsewhere, this agreement shall be presented to the court in such proceeding with the request that it be adjudicated to be fair, just, and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the court.

Ix. Complete Agreement

This written agreement is the complete agreement of the parties. There are no other representations, or agreements, statements, or prior written matter that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

X. Performance of Necessary Acts

Upon execution of this agreement, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this agreement, and all periodic payments required under the terms of this agreement shall commence.

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document and the County Auditor, County Recorder and/or Clerk of Courts and any and all other public and private officials are hereby authorized and directed to accept this agreement or a properly certified copy thereof if lieu of the documented regularly required for such conveyance or transfer.

XI. Other

We agree to the following additional matters: _____

XII. Severability

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

XIII. Applicable Law

All of the provisions of this agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

XIV. Mutual Release

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter, cause, or thing up to the date of the execution of this agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Witness

Petitioner/Wife's Signature

Witness

State of Ohio
County of _____

Acknowledgment

The foregoing Separation Agreement was signed and acknowledged before me by _____ this
_____ day of _____, 20 _____ (Wife)

Notary Public, State of Ohio
My Commission Expires _____

Witness

Petitioner/Husband's Signature

Witness

State of Ohio
County of _____

Acknowledgment

The foregoing Separation Agreement was signed and acknowledges before me by _____ this
_____ day of _____, 20 _____ (Husband)

Notary Public, State of Ohio
My Commission Expires _____

IN THE COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO
GENERAL TRIAL DIVISION

DOMESTIC CASE

Plaintiff(s),

Case Number: _____

vs.

Judge: _____

Defendant(s).

Has this case been previously filed and dismissed?
If yes, list case number and judge:

Check one: Yes No

List all related pending case(s), including case number and judge: _____

DOMESTIC CATEGORIES: Place (X) in ONE CATEGORY ONLY

- | | |
|--|--|
| A. <input type="checkbox"/> Termination of Marriage w/children (Divorce) | G. <input type="checkbox"/> Support Enforcement/Modification |
| B. <input type="checkbox"/> Termination of Marriage w/o children (Divorce) | H. <input type="checkbox"/> Domestic Violence |
| C. <input type="checkbox"/> Dissolution of Marriage w/children | I. <input type="checkbox"/> U.I.F.S.A. |
| D. <input type="checkbox"/> Dissolution of Marriage w/o children | J. <input type="checkbox"/> Parentage |
| E. <input type="checkbox"/> Change of Custody | K. <input type="checkbox"/> Other (i.e., Foreign Support Enforcement, Warrants, Spousal Support Enforcement) |
| F. <input type="checkbox"/> Visitation Enforcement/Modification | |

Mediation: Is this case appropriate for mediation?

Check one: Yes No

Firm Name (Print or Type)

Attorney of Record (Print or Type)

Address

Signature

Telephone

Attorney Registration Number

**In the Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License #: _____

Judge _____

Case No. _____

Petitioner,

-and-

Name: _____
Address: _____

SS#: _____
DOB: _____
Telephone #: _____
Driver's License #: _____

Child Support Worksheet

Financial Affidavit - Husband

Petitioner,

I, _____ Petitioner Husband, _____, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____
(include name and address)

2. I earn \$ _____ **per hour/per week/per month.**
(circle one)

3. I work an average of _____ hours per week.

4. I receive unemployment compensation of \$ _____ **per week/per month.**
(circle one)

5. I receive workers' compensation or disability insurance benefits of \$ _____
per week/per month.
(circle one)

6. I received other income in the amount of \$ _____ **per month/per year.**
(circle one)

I receive this income from: _____
(List source, including self-employment income if applicable)

7. My gross income for last year was \$ _____

8. My year-to-date gross income for this year is \$ _____, through _____
(date)

9. I **do/do not** have health insurance available for the minor child(ren).
(circle one)

The insurance costs \$ _____ **per week/per month.**
(circle one)

A) The cost to cover myself only is \$ _____ **per week/per month.**
(circle one)

B) The extra cost to cover the child(ren) is \$ _____ **per week/per month.**
(circle one)

I 0. I pay work-related/education-related/employment-training-related/day care expenses for the minor child(ren) of this marriage in the amount of \$ _____ **per week/per month.**
(circle one)

I 1. I am the biological parent of _____ other minor child(ren) who live in my
(number of children)
home. I receive \$ _____ per month in court-ordered child support for these other
minor biological child(ren).

12. I pay _____ percent city income tax.

13. I pay union dues in the amount of \$ _____

14. I pay \$ _____ per month in court-ordered spousal support to my ex-wife.

15. I pay \$ _____ per month in court-ordered child support for another child(ren).

16. A Shared Parenting Plan is/is not attached to the Petition that has been filed with the Court.
(circle one)

Signature of Petitioner Husband

Sworn to and subscribed in my presence this _____ day of _____ 20____

Notary Public

**In the Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

Name: _____ :
Address: _____ :
_____ : Judge _____
SS#: _____ :
DOB: _____ : Case No. _____
Telephone #: _____ :
Driver's License #: _____ :
Petitioner, _____ :

-and-

Name: _____ : **Child Support Worksheet**
Address: _____ : **Financial Affidavit - **Wife****
_____ :
SS#: _____ :
DOB: _____ :
Telephone #: _____ :
Driver's License #: _____ :
Petitioner, _____ :

I, _____ Petitioner, Wife, _____, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____
(include name and address)
2. I earn \$ _____ **per hour/per week/per month.**
(circle one)
3. I work an average of _____ hours per week.
4. I receive unemployment compensation of \$ _____ **per week/per month.**
(circle one)
5. I receive workers' compensation or disability insurance benefits of \$ _____
per week/per month.
(circle one)
6. I received other income in the amount of \$ _____ **per month/per year.**
(circle one)

I receive this income from: _____
(List source, including self-employment income if applicable)

7. My gross income for last year was \$ _____.
8. My year-to-date gross income for this year is \$ _____, through _____.
(date)
9. I **do/do not** have health insurance available for the minor child(ren).
(circle one)
The insurance costs \$ _____ **per week/per month**.
(circle one)
- A) The cost to cover myself only is \$ _____ **per week/per month**.
(circle one)
- B) The extra cost to cover the child(ren) is \$ _____ **per week/per month**.
(circle one)
10. I pay work-related/education-related/employment-training-related/day care expenses for the minor child(ren) of this marriage in the amount of \$ _____ **per week/per month**.
(circle one)
11. I am the biological parent of _____ other minor child(ren) who live in my
(number of children)
home. I receive \$ _____ per month in court-ordered child support for these other
minor biological child(ren).
12. I pay _____ percent city income tax.
13. I pay union dues in the amount of \$ _____.
14. I pay \$ _____ per month in court-ordered spousal support to my ex-husband.
15. I pay \$ _____ per month in court-ordered child support for another child(ren).
16. A Shared Parenting Plan **is/is not** attached to the Petition that has been filed with the Court.
(circle one)

Signature of Petitioner Wife

Sworn to and subscribed in my presence this _____ day of _____, _____.

Notary Public

**Court of Common Pleas
General Trial Division
Tuscarawas County, Ohio**

SSN: _____
DOB: _____

Petitioner

and

v.

SSN: _____
DOB: _____

Petitioner

Case No.: _____

Judge _____

Magistrate _____

**Magistrate's Decision/
Judgment Entry
Decree of Dissolution
(No Minor Children)**

This matter was considered by _____, Magistrate, Court of Common Pleas, Tuscarawas County, Ohio, General Trial Division on (date) _____, on the petition of the parties. Both parties were present in courtroom. Neither party was represented by legal counsel. Upon consideration of the testimony, the court makes the following proposed decision:

Findings Of Fact

1. At least one of the parties was a resident of the State of Ohio for not less than six months and a resident of Tuscarawas County for not less than ninety days immediately preceding the filing of this petition.
2. The parties have waived service of summons on the petition.
3. This matter was heard not less than thirty (30) nor more than ninety (90) days after the filing of the petition.
4. Petitioner _____ is social security number is _____ and date of birth is _____ Petitioner _____'s social security number is _____ and date of birth is _____
5. The parties were married on _____, at _____ and there are no children born or adopted during this marriage currently under the age of 19. The wife is not pregnant.

6. The parties have voluntarily entered into and executed a separation agreement, which provides for the division of their property and spousal support, where applicable. The separation agreement is attached here to and incorporated herein.
7. The court will/will not have continuous jurisdiction to modify spousal support.
8. The wife's name is restored to a former name: _____
 The wife's name is not changed.

Conclusions Of Law

A dissolution of marriage should be granted upon the petition of the parties.

Recommendations

1. A dissolution of marriage is granted upon the petition of the parties and the marital relationship between the parties is terminated.
2. The Separation Agreement is found to be fair and equitable and is approved and incorporated as part of this Decree of Dissolution.
3. The parties shall fulfill each and every obligation imposed by the Separation Agreement.
4. The court does/does not retain jurisdiction to modify spousal support.
5. Court costs shall be paid from the deposit. Any balance remaining shall be assessed one-half to each of the parties.

DATE: _____

_____ Magistrate

Approved and Objections Waived:

Petitioner/Wife

Petitioner/Husband

JUDGMENT ENTRY

The Court, having made an independent analysis of the issues and the applicable law, hereby approves and adopts the Magistrate's Decision and incorporates the Decision by reference herein as if fully restated and converts the Recommendations to Final Orders effective with the journalization of this Judgment Entry.

DATE: _____

_____ Judge

cc: Petitioner _____

Petitioner _____

CSEA (if spousal support is to be paid)