

**REQUIREMENTS FOR FILING A TERMINATION OF MARRIAGE IN CARROLL COUNTY**

**DISSOLUTION WITH OR WITHOUT CHILDREN**

Deposit of **\$175.00**

Petition and Waiver of Service of Summons

Financial disclosure Statement

\*Uniform Child Custody Affidavit

Separation Agreement \* Shared Parenting Plan (optional)

Waiver of Representation (optional) Only required if one party is represented by an attorney and the other one is not.

Decree of Dissolution (needed at the final hearing)

Both parties **MUST** be present for final Dissolution hearing.

**DIVORCE WITH OR WITHOUT CHILDREN**

Deposit of **\$275.00**

Complaint for Divorce

Financial Disclosure Statement

\*Uniform Child Custody Affidavit

Final Decree (needed at the final hearing)

**\*required when there are children involved**

**IMPORTANT INFORMATION for BOTH DISSOLUTIONS AND DIVORCES**

1. Personal checks will be accepted with proper identification - **\$30.00 NSF charge on all returned checks**
2. Must have original and two (2) copies of everything at time of filing or you will be charged \$.05 per page for copies.
3. SOCIAL SECURITY NUMBER and DATE OF BIRTH for petitioners and/or Plaintiffs and Defendants and all children must be included on the PERSONAL IDENTIFIERS document. PRECIPE REGARDING PERSONAL IDENTIFIERS AND PERSONAL IDENTIFIERS **MUST** BE COMPLETED.
4. Address of parties **MUST** be included on the documents and final decree.
5. In order to file in Carroll County at least one of the Petitioners or the Plaintiff **MUST** be a resident of Ohio for six (6) months or more and a resident of Carroll for ninety (90) days or more.
6. All documents that require a notary signature **MUST** be signed before a notary public.

**THE CLERK'S OFFICE CANNOT NOTARIZE ANY DOCUMENTS!**

IN THE COURT OF COMMON PLEAS  
CARROLL COUNTY, OHIO

Case No. \_\_\_\_\_

\_\_\_\_\_ <sub>12</sub>

Judge \_\_\_\_\_

Precept regarding the Personal Identifiers exempt  
from Public Record under O.R.C. 149.43 (A) (1);  
and, or Sup. R 45 (D) (1)

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Personal Identifiers in the above titled case are exempt from disclosure under Federal and/or State public records law. The Personal Identifiers have been redacted, omitted or truncated pursuant Sup. 44(H), from the public filing; or the unredacted original or a duplicate has been filed, separately herein, within the attached sealed envelope; or has been delivered to the care of and recorded with the Court's evidence custodian.

*(Please check the appropriate box below)*

**Personal Identifiers:**

- Social Security Number *(except-last four digits permitted)*
- Financial institution account number *(inclusive: Debit, Credit, Charge Cards)*
- Employer Identification Number
- Tax or private proprietary business information

**Victim/minor child identity**

- Abuse, Neglect, Dependency case  
*(Juvenile initials or generic "CV" for child victim permitted)*
- Juvenile court or Detention center related
- Domestic Violence or Shelter/Residential care facility related

**Institutional information**

- Confidential report
- Judicial or Probation officer notes
- Public safety, security information, computer codes or systems
- Medical or psychological evaluation
- Testing, Licensing, Employment exam. Scoring, questions or keys

\_\_\_\_\_  
*(Contact)*

\_\_\_\_\_  
*(Number)*

\_\_\_\_\_  
*(Street)*

\_\_\_\_\_  
*(City)*

\_\_\_\_\_  
*(State)*

\_\_\_\_\_  
*(Zip Code)*

Phone (\_\_\_\_) \_\_\_\_\_

e-mail \_\_\_\_\_@\_\_\_\_\_



**COURT OF COMMON PLEAS  
 CARROLL COUNTY, OHIO  
 DOMESTIC RELATIONS DIVISION  
 CIVIL AND CRIMINAL DIVISIONS**

\_\_\_\_\_ : Case No: \_\_\_\_\_  
 Plaintiff(s) : **PERSONAL IDENTIFIERS**  
 vs :  
 \_\_\_\_\_ :  
 Defendants(s) :

Pursuant to Ohio Rule of Superintendence 45(D)(1): "When submitting a case document to a court or filing a case document with a clerk of court, a party to a judicial action or proceeding shall omit personal identifiers from the document. Pursuant to Ohio Rule of Superintendence 44(H), "personal identifiers" means social security numbers, except for the last four digits; financial account numbers, including but not limited to debit card, charge card, and credit card numbers; employer and employee identification numbers; and a juvenile's name in an abuse neglect or dependency case, except for the juvenile's initials or a generic abbreviation such as "CV" for "child victim."

The following information is considered to be the confidential "personal identifiers" in this case, which will then be omitted from other documents filed in this case.

**NAME OF PARTY**

\_\_\_\_\_

**PERSONAL IDENTIFIER INFORMATION**

SSN: \_\_\_\_\_

**Financial Account Information:**

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

**Employer/Employee ID Numbers:**

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

**NAME OF PARTY**

\_\_\_\_\_

**Financial Account Information:**

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

**PERSONAL IDENTIFIER INFORMATION**

**SSN:** \_\_\_\_\_

**Employer/Employee ID Numbers:**

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

**NAME OF PARTY**

\_\_\_\_\_

**Financial Account Information:**

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

**PERSONAL IDENTIFIER INFORMATION**

**SSN:** \_\_\_\_\_

**Employer/Employee ID Numbers:**

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

**Attorney for** \_\_\_\_\_

COURT OF COMMON PLEAS

\_\_\_\_\_ County, Ohio

IN RE THE MARRIAGE OF:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

DOB: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Petitioner,

and

Name: \_\_\_\_\_

Address: \_\_\_\_\_

DOB: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Petitioner.

Judge \_\_\_\_\_

Case No. \_\_\_\_\_

**PETITION FOR DISSOLUTION OF MARRIAGE AND WAIVER OF SERVICE OF SUMMONS**

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months and a resident of \_\_\_\_\_ County for at least ninety (90) days or more immediately prior to filing this Petition.

2. The date and place of the marriage of the parties are:  
Date of Marriage: \_\_\_\_\_ Place of Marriage: \_\_\_\_\_  
(City, County, State & Country)

3. The minor children born to or adopted by the parties and currently under the age of 19 are as follows:  
\_\_\_\_\_ date of birth \_\_\_\_\_  
\_\_\_\_\_ date of birth \_\_\_\_\_  
\_\_\_\_\_ date of birth \_\_\_\_\_  
\_\_\_\_\_ date of birth \_\_\_\_\_

4. A Separation Agreement, agreed to and signed by both Petitioners, which provides for a division of all property and spousal support, child support, visitation rights, and provides for residential parent and legal custodian of the minor child(ren), where applicable, is attached hereto and incorporated herein.

- 5. Both Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement, submitted to the Court as Exhibit "A" and appended to the Petition herein; that they are satisfied with its terms, and that they seek a Dissolution of Marriage.
- 6. The wife is not pregnant.
- 7. The wife does/does not request to be restored to a former name. Former name \_\_\_\_\_

**WHEREFORE**, both 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
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**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 Separation Agreement herein.

Signature of Petitioner/Wife	Date	Signature of Petitioner/Husband	Date
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STATE OF OHIO )  
 )  
 COUNTY OF \_\_\_\_\_ )

SS:

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

**SEPARATION AGREEMENT**  
**Exhibit "A"**

This Separation Agreement is voluntarily made and entered into by Petitioner/Wife, \_\_\_\_\_, hereinafter referred to as "Wife," and Petitioner/Husband, \_\_\_\_\_, hereinafter referred to as "Husband," who represents the following:

1. The date and place of marriage of the Petitioners are:  
Date of Marriage: \_\_\_\_\_ Place of Marriage: \_\_\_\_\_  
(City, County, State & Country)

2. The names and date of birth of all living minor child(ren), natural or adopted, common to the Petitioners are:

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Differences have arisen between the Petitioners and we are now living separate and apart from each other.

4. The parties hereto desire to, and by this Agreement do, settle and determine and hereby provide for a division of all property belonging to the parties, spousal support, visitation rights and provide for a residential parent and legal custodian of the minor child(ren), where applicable.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE ONE: SEPARATION**

Each party shall hereinafter continue to live separate and apart from each other, and neither shall annoy, molest, interfere with or harass the other in any manner, either directly or indirectly.

**ARTICLE TWO: 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** (check all that apply)

- We have no real property.
- The husband has real property which he owned prior to this marriage, or received by inheritance, 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, or received by inheritance, 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 that is shall be divided as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. SPOUSAL SUPPPORT**

- Neither the wife nor the husband shall pay spousal support to the other party and state that all future rights to spousal support are being waived.
- \_\_\_\_\_ shall pay spousal support to the \_\_\_\_\_ in the amount of \$\_\_\_\_\_ per week, plus \_\_\_\_\_% poundage, payable through the \_\_\_\_\_ County Bureau of Support/Support Enforcement Agency, effective \_\_\_\_\_, 20\_\_\_\_\_. Said spousal support shall terminate on \_\_\_\_\_, 20\_\_\_\_ or upon the happening of the earliest of the following events: death of the spouse receiving or paying the spousal support, cohabitation with another person, or \_\_\_\_\_  
\_\_\_\_\_

**C. MOTOR VEHICLES** (check all that apply)

- There are no motor vehicles.
- Husband shall receive no motor vehicle.
- Husband shall receive, free and clear of any claims of the wife, all right, title, and interest in the following motor vehicles:  
\_\_\_\_\_VIN#\_\_\_\_\_  
\_\_\_\_\_VIN#\_\_\_\_\_  
Husband shall hold wife harmless from any debts owing thereon.
- Wife shall receive, free and clear of any claims of the husband, all right, title, and interest in the following motor vehicles:  
\_\_\_\_\_VIN#\_\_\_\_\_  
\_\_\_\_\_VIN#\_\_\_\_\_  
Wife shall hold husband harmless for any debts owing thereon.

**D. HOUSHOLD GOODS**

- We agree that our household goods and possessions 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.

**E. PERSONAL PROPERTY (check all that apply)**

- We agree that our personal property is already divided.
- We agree that each party may have his/her own property.
- See attached list for the division of personal property.

**F. SAVINGS ACCOUNTS (check all that apply)**

- We agree that our savings accounts are already divided and we are satisfied with the division.
- Husband shall receive the following savings account(s): \_\_\_\_\_  
\_\_\_\_\_
- Wife shall receive the following savings account(s): \_\_\_\_\_  
\_\_\_\_\_
- We have no savings account(s).

**G. CHECKING ACCOUNTS (check all that apply)**

- We agree that our checking accounts are already divided.
- Husband shall receive the following checking account(s): \_\_\_\_\_  
\_\_\_\_\_
- Wife shall receive the following checking account(s): \_\_\_\_\_  
\_\_\_\_\_
- We have no checking account(s).

**H. CREDIT UNION ACCOUNTS AND/OR STOCKS AND/OR BONDS (check all that apply)**

- We agree that the above listed assets are already divided and we are satisfied with the division.
- Husband shall receive the following credit union accounts/stocks/bonds \_\_\_\_\_  
\_\_\_\_\_
- Wife shall receive the following credit union accounts/stocks/bonds: \_\_\_\_\_  
\_\_\_\_\_
- We have no credit union accounts and/or stocks and/or bonds.

- I. PENSION/PROFIT SHARING AND/OR IRA'S** (check all that apply)
- We agree that the pension/profit sharing and/or IRA account(s) are already divided and we are satisfied with the division.
  - Husband shall receive the following pension/profit sharing and/or IRA account(s):  
\_\_\_\_\_
  - Wife shall receive the following pension/profit sharing and/or IRA account(s):  
\_\_\_\_\_
  - We do not have any pension/profit sharing and/or IRA account(s).
- J. LIFE INSURANCE** (check all that apply)
- We agree that the cash value of our 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 surrender value.
- K. INCOME TAX REFUNDS AND/OR LIABILITIES** (check all that apply)
- We agree that our income tax refund(s) for the last year has been divided to our satisfaction.
  - Husband shall receive the following amount from our joint refund: \$ \_\_\_\_\_
  - Husband shall pay the following amount \$ \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ for taxes.
  - Wife shall receive the following amount from our joint refund: \$ \_\_\_\_\_
  - Wife shall pay the following amount \$ \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ for taxes.
- L. DEBTS** (check all that apply)
- Husband shall pay any debts incurred by him personally from this day forward, including any debts or expenses incurred after the separation and prior to the granting of the divorce or dissolution.  
Wife shall pay any debts incurred by her personally from this day forward, including any debts or expenses incurred after the separation and prior to the granting of the divorce or dissolution.
  - We have no debts.

- The debts will be divided between us as listed:

Creditor	Purpose of Loan	Approx. Balance	Who will pay Husband/Wife (indicate)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**ARTICLE THREE: NON-USE OF OTHER’S CREDIT**

The parties agree that neither shall hereinafter incur any debts or obligations upon the credit of the other, and each shall indemnify the other from any debts or obligations so charged or incurred.

**ARTICLE FOUR: NAME CHANGE**

- The wife’s name is not changed.
- The wife’s name is restored to her former maiden name of \_\_\_\_\_.

**ARTICLE FIVE: RESIDENTIAL PARENT AND LEGAL CUSTODIAN** (check all that apply)

- The mother shall be the sole residential parent and legal custodian of the following child(ren): \_\_\_\_\_
- The father shall be the sole residential parent and legal custodian of the following child(ren): \_\_\_\_\_
- The parties shall have shared parenting of the minor child(ren), pursuant to the Shared Parenting Plan attached hereto and incorporated herein.

**A. VISITATION TIMES** (check all that apply)

- The non-residential parent is granted reasonable visitation with the minor child(ren), including every other weekend, every other holiday, and at least two weeks during the summer. All other visitation is subject to agreement by the parties.

- The non-residential parent is granted the following visitation:  
\_\_\_\_\_
- The parties shall have visitation of the minor child(ren) pursuant to the Shared Parenting Plan attached hereto and incorporated herein.

**B. CHILD(REN) SUPPORT (check all that apply)**

- The non-residential parent shall pay the residential parent as child support the amount of \$\_\_\_\_\_ per child per week. Said payment shall begin the date of the final hearing on dissolution, and shall be payable every week thereafter, through \_\_\_\_\_ County Bureau of Support (CSEA), with appropriate poundage, which payments, with current poundage of \_\_\_\_\_% total \$\_\_\_\_\_, or \$\_\_\_\_\_ per child per month, with \_\_\_\_\_% poundage, for a total monthly payment of \$\_\_\_\_\_. Said child support shall continue until each minor child has reached the age of majority of eighteen (18) and attends on a full time basis any recognized accredited high school, or otherwise is emancipated. All payments for satisfaction of said obligation which are not made through \_\_\_\_\_ County Bureau of Support (CSEA) shall be deemed gifts.
- The \_\_\_\_\_ shall pay child support for the minor child(ren), pursuant to the Shared Parenting Plan attached hereto and incorporated herein.

**C. LIFE INSURANCE FOR THE MINOR CHILD(REN) (check all that apply)**

- The parties will not maintain life insurance policies for the benefit of the minor child(ren).
- The father shall maintain the minor child(ren) of the parties as beneficiaries on his life insurance policy in the amount of \$\_\_\_\_\_ until said child(ren) are emancipated.
- The mother shall maintain the minor child(ren) of the parties as beneficiaries on her life insurance policy in the amount of \$\_\_\_\_\_ until said child(ren) are emancipated.
- Life insurance shall be maintained for the benefit of the minor child(ren) pursuant to the Shared Parenting Plan attached hereto and incorporated herein.

**D. MEDICAL INSURANCE FOR THE MINOR CHILD(REN) (check all that apply)**

Each parent shall have access to all the child(ren)'s health care records.

- The father shall provide and maintain health insurance coverage for the benefit of the minor child(ren) through his employer as specified in the attached Health Care Order for the minor child(ren) of the parties. A copy of the health care insurance policy enforced for the minor child(ren) shall be continuously submitted as due to the \_\_\_\_\_ County Child Support Enforcement Agency. The designated health insurance carrier is \_\_\_\_\_, whose address is \_\_\_\_\_.

- The mother shall provide and maintain health insurance coverage for the benefit of the minor child(ren) through her employer as specified in the attached Health Care Order for the minor child(ren) of the parties. A copy of the health care insurance policy enforced for the minor child(ren) shall be continuously submitted as due to the \_\_\_\_\_ County Child Support Enforcement Agency. The designated health insurance carrier is \_\_\_\_\_, whose address is \_\_\_\_\_.
- Both the father and the mother shall provide and maintain health insurance coverage for the benefit of the minor child(ren) through their employers as specified in the attached Health Care Order for the minor child(ren) of the parties. A copy of the health care insurance policy enforced for the minor child(ren) shall be continuously submitted as due to the \_\_\_\_\_ County Child Support Enforcement Agency. The designated health insurance carrier of the father is \_\_\_\_\_, whose address is \_\_\_\_\_.  
The designated health insurance carrier for the mother is \_\_\_\_\_ whose address is \_\_\_\_\_.
- Neither the father nor the mother have health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). The father and mother will share liability for the cost of the medical and health care needs of the child(ren) as specified in the attached Health Care Order.
- The \_\_\_\_\_ shall provide health insurance coverage for the benefit of the minor child(ren) pursuant to the Shared Parenting Plan attached hereto and incorporated herein.

**E. UNCOVERED MEDICAL, DENTAL, DRUG, OPTICAL, ORTHODONTAL, PSYCHIATRIC AND PSYCHOLOGICAL CARE FOR THE MINOR CHILD(REN) (check all that apply)**

- Any medical, dental, drug, optical, orthodontal, psychiatric and psychological expenses not covered by health insurance for the benefit of the minor child(ren) will be divided equally between the parties as specified in the attached Health Care Order.
- Any medical, dental, drug, optical, orthodontal, psychiatric and psychological expenses not covered by health insurance for the benefit of the minor child(ren) will be covered one hundred percent (100%) by the father as specified in the attached Health Care Order.
- Any medical, dental, drug, optical, orthodontal, psychiatric and psychological expenses not covered by health insurance for the benefit of the minor child(ren) will be covered one hundred percent (100%) by the mother as specified in the attached Health Care Order.

- Any medical, dental, drug, optical, orthodontal, psychiatric and psychological expenses not covered by health insurance for the benefit of the minor child(ren) will be covered pursuant to the Shared Parenting Plan attached hereto and incorporated herein.

**ARTICLE SIX: TAX DEPENDENCY**

Check **either** 1 or 2 below and complete:

1.  Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2.  Husband shall be entitled to claim the following child(ren) as his dependents for income tax purposes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Husband or Wife to be able to claim the child(ren) set out above, they must have paid all their support obligation, if any, for that year.

**ARTICLE SEVEN: RECORDS FOR THE MINOR CHILD(REN)**

The parties agree that it is in the best interest of the minor child(ren) that the non-residential parent shall be entitled to access all records pertaining to the child(ren) as provided in O.R.C. 3109.05(H), (I), and (N). The parties further agree that it is in the best interest of the minor child(ren) that the non-residential parent has equal access to any student activity of the minor child(ren) as provided in O.R.C. 3109.051 (J).

**ARTICLE EIGHT: RELOCATION**

In the event that the residential parent intends to relocate their residence outside \_\_\_\_\_ County, Ohio, the residential parent agrees to notify the non-residential parent of their intent to do so in accordance with O.R.C. 3109.05(G).

**ARTICLE NINE: COMPLETE DISCLOSURE**

The parties agree that each has made a full and complete disclosure of his or her property, and that neither has knowledge of any personal property of any kind which the parties so agreeing have any beneficial interest. If it is later discovered that either party has possession or control of, or has disposed of by gift or conveyance, any undisclosed beneficial interest in any property, such party, on demand, shall transfer and assign to the other party one-half interest therein, or shall pay to the other party a sum equal to one-half of the fair market value of said beneficial interest.

**ARTICLE TEN: INCORPORATION AND DECREE**

This Agreement or any amendment thereto, shall be submitted to any court in which a Petition for Dissolution of Marriage or action between the parties for a divorce may be pending, and if found by the Court to be fair and equitable, and approved or validated by the Court, shall be incorporated in the Final Decree of said Court as the order of said Court. It is understood that the parties contemplate the possibility of filing a divorce or dissolution within four (4) months after the execution of this separation agreement.

**ARTICLE ELEVEN: COMPLETE AGREEMENT**

This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, and may not be modified or changed other than by further agreement of the parties in writing.

**ARTICLE TWELVE: PERFORMANCE OF NECESSARY ACTS**

Each party shall execute any and all deeds, bills of sale, or other documents, and perform any acts which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth.

**ARTICLE THIRTEEN: ADDITIONAL MATTERS**

- There are no additional matters that we have agreed to or need to agree to.
- We agree to the following additional matters: \_\_\_\_\_  
\_\_\_\_\_.

**ARTICLE FOURTEEN: EQUAL DIVISION**

The parties acknowledge that each is entitled to an equal division of marital property in accordance with R.C. 3105.171, and further acknowledge that the division of marital property provided for in the Agreement is not precisely equal. Accordingly, both parties waive any rights to an equal division of marital property.

**ARTICLE FIFTEEN: SEVERABILITY**

If any provision or clause in this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement.

**ARTICLE SIXTEEN: APPLICABLE LAW**

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

**ARTICLE SEVENTEEN: ATTORNEY WAIVER**

The Petitioners are aware of their rights to have an attorney represent them in this matter, hereby with full knowledge of all assets and liabilities of the marriage and of both parties wish, the Petitioners are waiving their right to an attorney herein and specifically request the Court to proceed with full knowledge of such waiver.



**ARTICLE EIGHTEEN: EFFECTIVE DATE**

This Agreement shall be effective upon the date last signed by a party to the Agreement.

\_\_\_\_\_  
Petitioner/Wife’s Signature                      Date

State of Ohio  
County of \_\_\_\_\_

This Separation Agreement was signed and acknowledged before me by  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Wife)

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires

\_\_\_\_\_  
Petitioner/Husband’s Signature                      Date

State of Ohio  
County of \_\_\_\_\_

This Separation Agreement was signed and acknowledged before me by  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Husband)

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires

**COURT OF COMMON PLEAS**

\_\_\_\_\_ **COUNTY, OHIO**

=====  
Name: \_\_\_\_\_

Case No. \_\_\_\_\_

Address: \_\_\_\_\_

DOB: \_\_\_\_\_

JUDGE \_\_\_\_\_

Telephone #: \_\_\_\_\_

Petitioner,

-and-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

DOB: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Petitioner,

**DECREE OF DISSOLUTION**

This Cause came to be heard on \_\_\_\_\_

on \_\_\_\_\_, \_\_\_\_\_ (year), and the Court hearing

testimony in support of the \_\_\_\_\_.

Both parties were present in Court. Neither party was represented by legal counsel.

**THE COURT FINDS:**

1. That the Court has jurisdiction of the parties and subject matter of this case.
2. That the parties have voluntarily waived findings of fact, conclusions of law, a record of testimony, motion for a new trial, notice of entry of final judgment, and right of appeal, but have not waived their rights to future modification of this judgment.

**IT IS ORDERED AND ADJUDGED:**

1. That the marriage of the Petitioners, \_\_\_\_\_ and \_\_\_\_\_, is hereby dissolved.

2. The Separation Agreement between the parties, filed in this proceeding as Exhibit "A," was executed voluntarily after full disclosure, and is in the best interest of the parties, and is approved and incorporated by this judgment by reference and the parties are ordered to comply with it.

3. That the \_\_\_\_\_ shall pay \$ \_\_\_\_\_ per \_\_\_\_\_, beginning \_\_\_\_\_, to \_\_\_\_\_ as spousal support, and shall terminate on \_\_\_\_\_.

4. That the \_\_\_\_\_ shall pay \$ \_\_\_\_\_ per \_\_\_\_\_, beginning \_\_\_\_\_, to \_\_\_\_\_ as child support per child.

Said support shall terminate for each child when the child reaches 18 years of age, becomes self-supporting, marries or dies, whichever comes first.

Include child(ren)'s Name and DOB:

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

5. \_\_\_\_\_ former name is restored and she shall be known as \_\_\_\_\_ hereafter.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge

**COURT OF COMMON PLEAS  
\_\_\_\_\_ COUNTY, OHIO**

Plaintiff/Petitioner		Case No. _____
v./and		Judge _____
Defendant/Petitioner		Magistrate _____

**Instructions:** Check local court rules to determine when this form must be filed.  
 This affidavit is used to make complete disclosure of income, expenses and money owed. It is used to determine child and spousal support amounts. Do not leave any category blank. Write "none" where appropriate. If you do not know exact figures for any item, give your best estimate, and put "EST." If you need more space, add additional pages.

**AFFIDAVIT OF INCOME AND EXPENSES**

Affidavit of \_\_\_\_\_  
 (Print Your Name)

Date of marriage \_\_\_\_\_ Date of separation \_\_\_\_\_

**SECTION I - INCOME**

	<u>Husband</u>	<u>Wife</u>
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employer	_____	_____
Payroll address	_____	_____
Payroll city, state, zip	_____	_____
Scheduled paychecks per year	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52

**A. YEARLY INCOME, OVERTIME, COMMISSIONS AND BONUSES FOR PAST THREE YEARS**

	<u>Husband</u>	<u>Wife</u>
Base yearly income	\$ _____ 3 years ago 20 _____	\$ _____
	\$ _____ 2 years ago 20 _____	\$ _____
	\$ _____ Last year 20 _____	\$ _____
Yearly overtime, commissions and/or bonuses	\$ _____ 3 years ago 20 _____	\$ _____
	\$ _____ 2 years ago 20 _____	\$ _____
	\$ _____ Last year 20 _____	\$ _____

**B. COMPUTATION OF CURRENT INCOME**

	<u>Husband</u>	<u>Wife</u>
Base yearly income	\$ _____	\$ _____
Average yearly overtime, commissions and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____
Unemployment compensation	\$ _____	\$ _____
Disability benefits		
<input type="checkbox"/> Workers' Compensation		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Retirement benefits		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Spousal support received	\$ _____	\$ _____
Interest and dividend income (source)		
_____	\$ _____	\$ _____
_____		
Other income (type and source)		
_____	\$ _____	\$ _____
_____		
<b>TOTAL YEARLY INCOME</b>	<b>\$ _____</b>	<b>\$ _____</b>
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

**SECTION II – CHILDREN AND HOUSEHOLD RESIDENTS**

Minor and/or dependent child(ren) who are adopted or born of this marriage or relationship:

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____

In addition to the above children there is/are in your household:

\_\_\_\_\_ adult(s)  
 \_\_\_\_\_ other minor and/or dependent child(ren).

**SECTION III – EXPENSES**

List monthly expenses below for your present household.

**A. MONTHLY HOUSING EXPENSES**

Rent or first mortgage (including taxes and insurance)	\$	_____
Real estate taxes (if not included above)	\$	_____
Real estate/homeowner's insurance (if not included above)	\$	_____
Second mortgage/equity line of credit	\$	_____
Utilities		
o Electric	\$	_____
o Gas, fuel, oil, propane	\$	_____
o Water and sewer	\$	_____
o Telephone	\$	_____
o Trash collection	\$	_____
o Cable/satellite television	\$	_____
Cleaning, maintenance, repair	\$	_____
Lawn service, snow removal	\$	_____
Other:	\$	_____
	\$	_____
<b>TOTAL MONTHLY :</b>		<b>\$</b> _____

**B. OTHER MONTHLY LIVING EXPENSES**

<b>Food</b>		
o Groceries (including food, paper, cleaning products, toiletries, other)	\$	_____
o Restaurant	\$	_____
<b>Transportation</b>		
o Vehicle loans/leases	\$	_____
o Vehicle maintenance (oil, repair, license)	\$	_____
o Gasoline	\$	_____
o Parking, public transportation	\$	_____
<b>Clothing</b>		
o Clothes (other than children's)	\$	_____
o Dry cleaning/laundry	\$	_____
<b>Personal grooming</b>		
o Hair/nail care	\$	_____
o Other	\$	_____
Cell phone	\$	_____
Internet (if not included elsewhere)	\$	_____
Other	\$	_____
<b>TOTAL MONTHLY</b>		<b>\$</b> _____

**C. MONTHLY CHILD-RELATED EXPENSES**  
(for children of the marriage or relationship)

Work/education related child care	\$	_____
Other child care	\$	_____
Unusual parenting time travel	\$	_____
Special and unusual needs of child(ren) (not included elsewhere)	\$	_____
Clothing	\$	_____
School supplies	\$	_____
Child(ren)'s allowances	\$	_____
Extracurricular activities, lessons	\$	_____
School lunches	\$	_____
Other _____	\$	_____
<b>TOTAL MONTHLY</b>		<b>\$</b> _____

**D. INSURANCE PREMIUMS**

Life	\$	_____
Auto	\$	_____
Health	\$	_____
Disability	\$	_____
Renters/personal property (if not included in part A above)	\$	_____
Other _____	\$	_____
<b>TOTAL MONTHLY</b>		<b>\$</b> _____

**E. MONTHLY EDUCATION EXPENSES**

Tuition		
o Self	\$	_____
o Child(ren)	\$	_____
Books, fees, other	\$	_____
College loan repayment	\$	_____
Other	\$	_____
	\$	_____
	\$	_____
<b>TOTAL MONTHLY:</b>		<b>\$</b> _____

**F. MONTHLY HEALTH CARE EXPENSES  
(not covered by insurance)**

Physicians	\$	_____
Dentists	\$	_____
Optometrists/opticians	\$	_____
Prescriptions	\$	_____
Other	\$	_____
	\$	_____
	\$	_____
<b>TOTAL MONTHLY:</b>		<b>\$</b> _____

**G. MISCELLANEOUS MONTHLY EXPENSES**

Extraordinary obligations for other minor/handicapped child(ren) (not stepchildren)	\$	_____
Child support for children who were not born of this marriage or relationship and were not adopted of this marriage	\$	_____
Spousal support paid to former spouse(s)	\$	_____
Subscriptions, books	\$	_____
Entertainment	\$	_____





GRAND TOTAL MONTHLY EXPENSES (Sum of A through H): \$ \_\_\_\_\_

**OATH**

[Do not sign until notary is present.]

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**COURT OF COMMON PLEAS**  
 \_\_\_\_\_ **COUNTY, OHIO**

Plaintiff/Petitioner		Case No. _____	
v./and		Judge _____	
Respondent/Petitioner		Magistrate _____	

**Instructions:** Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, the property and debts of your spouse, and any joint property or debts. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If more space is needed, add additional pages.**

**AFFIDAVIT OF PROPERTY**

Affidavit of \_\_\_\_\_  
 (Print Your Name)

**I. REAL ESTATE INTERESTS**

<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1. _____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
2. _____	\$ _____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____	\$ _____
<b>TOTAL SECTION I: REAL ESTATE INTERESTS</b>				\$ _____

**II. OTHER ASSETS**

<u>Category</u>	<u>Description</u> (list who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>A. Vehicles and Other Certificate of Title Property</b> (Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)			
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
5.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
6.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
<b>B. Financial Accounts</b> (Include checking, savings, CDs, POD accounts, money market accounts, etc.)			
1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession) (Include profit-sharing, IRAs, 401k plans, etc.; Describe each type of plan)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>C. Pensions &amp; Retirement plans</b>			
1. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**D. Publicly Held Stocks, Bonds, Securities & Mutual Funds**

1. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession) (Type of ownership and number)	<u>Titled To</u>	<u>Value/Date of Value</u>
<b>E. Closely Held Stocks &amp; Other Business Interests and Name of Company</b>			
1. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2. _____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**F. Life Insurance Type  
(Term/Whole Life)**

(Any cash value or loans)

(Insured party  
& value upon death)

1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

Category

Description

Who Has Possession

Value/Date of Value

**G. Furniture & Appliances**

(Estimate value of those in your possession, and value of those in your spouse's possession)

1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**H. Safe Deposit Box**

(Give location and describe contents)

Titled To

1.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**I. Transfer of Assets**

**Explanation:** List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12 months and the reason for each transfer.

1.				<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.				<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
3.				<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
4.				<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (Also list who has possession)	<u>Titled To</u>	<u>Value/Date of Value</u>
-----------------	------------------------------------------------------	------------------	----------------------------

**J. All Other Assets Not Listed Above**

**Explanation:** List any item you have not listed above that is considered an asset.

1.				<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____
2.				<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	\$ _____

**TOTAL SECTION II: OTHER ASSETS** \$ \_\_\_\_\_

**III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances**

If you are making any claims in any of the categories below, explain the nature and amount of your claim. This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.

<u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation)	<u>Description</u>	<u>Why do you claim this as a separate property?</u>	<u>Present Fair Market Value</u>
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

**TOTAL SECTION III: SEPARATE PROPERTY CLAIMS** \$ \_\_\_\_\_

**IV. DEBT**

List ALL OF YOUR DEBTS, the debts of your spouse, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.

<u>Type</u>	<u>Name of Creditor/Purpose of Debt</u>	<u>Account Name</u>	<u>Name(s) on Account</u>	<u>Total Debt Due</u>	<u>Monthly Payment</u>
<b>A. Secured Debt (Mortgages, Car, etc.)</b>					
1.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
<b>B. Unsecured Debt, including credit cards</b>					
1.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
2.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
3.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
4.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
5.	_____	_____	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint	\$ _____	\$ _____
<b>TOTAL SECTION IV: DEBT</b>				<b>\$ _____</b>	



**V. BANKRUPTCY**

	<u>Filed by: Wife, Husband, Both</u>	<u>Date of Filing: Case Number</u>	<u>Date of Discharge or Relief from Stay</u>	<u>Type of Case (Ch. 7, 11, 12, 13)</u>	<u>Current Monthly Payments</u>
1.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
2.	<input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both	_____	_____	_____	\$ _____
<b>TOTAL SECTION V: BANKRUPTCY</b>					<b>\$ _____</b>

**OATH**

**[Do Not Sign Until Notary is Present]**

I, (print name) \_\_\_\_\_ swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_



and the Parties, therefore, will abide by the spirit of the Shared Parenting Agreement, as well as its written provisions in so far as the welfare of the child(ren) is concerned. At all times during the term of this plan, each Party shall make a dedicated and sincere effort to foster love and respect between the child(ren) and the other Party, with a view to the Parties cooperating to adopt and follow a harmonious policy toward the upbringing and welfare of the child(ren), which shall include.

1. To allow the child(ren) to spend as much time as is practical with each Party; and
2. To provide that the Parties each shall share the reasonable expenses in connection with the care and support of the child(ren); and
3. In matters concerning the education, religious upbringing, and social activities, medical care and attention, the Parties shall consult and mutually agree with each other as to the best interest of said child(ren); and
4. That each Party shall be able to enjoy his or her parental rights and relationships with the child(ren), free from the interference and harassment of the other Party, or family members of the other Party.

D.

1. For the time sharing allocated within this agreement, the Parties agree that Wife shall be designated the primary residential parent and legal custodian of the following minor child(ren):

\_\_\_\_\_, date of birth \_\_\_\_\_  
\_\_\_\_\_, date of birth \_\_\_\_\_  
\_\_\_\_\_, date of birth \_\_\_\_\_

2. For the time sharing allocated within this agreement, the Parties agree that Husband shall be designated the primary residential parent and legal custodian of the following minor child(ren):

\_\_\_\_\_, date of birth \_\_\_\_\_  
\_\_\_\_\_, date of birth \_\_\_\_\_  
\_\_\_\_\_, date of birth \_\_\_\_\_

3. The other Party shall have time sharing companionship in the following manner:

According to this Court's Visitation Schedules and Rules set out in the Court's Visitation Schedules and Rules A, B and C and incorporated herein.

Other time sharing as specifically set forth here: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- E. Neither Party shall be permitted to remove the child(ren) from the State of Ohio for permanent residence purposes without the written permission of the other Party and written notice to the Court.
- F. Each Party will notify the other Party of events at school, church, and group activities, and of other matters that normally would be of interest to a caring parent. Notification shall be provided within a reasonable time prior to the appearance of the event, so long as the notifying parent has also received notice within a reasonable time. In the event that notice is received by a Party in only a short time period prior to the occurrence of the event, that Party will make every reasonable effort to immediately notify the other Party to allow the opportunity to participate and share in the event. Each Party shall have full access to the school records of the child(ren) as provided by law.
- G. Each Party shall promptly notify the other of any injuries or situations that may include any emergency or extraordinary medical, dental, optical or pharmaceutical attention for the minor child(ren).
- H. Each Party shall have access to all medical records of the child(ren) as provided by law.

Check **either** 1, 2 or 3 below and complete:

1.  **The** \_\_\_\_\_ **shall provide** health insurance for the minor child(ren) of the Parties. The insurance carrier is \_\_\_\_\_, whose address is \_\_\_\_\_  
 \_\_\_\_\_  
 Proof of insurance, insurance forms and an insurance card shall be submitted to the other Party. A copy of medical bills must be submitted to the Party holding the insurance within thirty (30) days of receipt of same.
2.  **Both Parties shall provide** and maintain health insurance for the benefit of the minor child(ren).

Primary Insurance (check one)

- Mother
- Father

Secondary Insurance (check one)

- Mother
- Father

Mother's insurance carrier is \_\_\_\_\_,  
 whose address is \_\_\_\_\_.

Father's insurance carrier is \_\_\_\_\_,  
 whose address is \_\_\_\_\_.

Proof of insurance, insurance forms and an insurance card shall be submitted to the other Party. A copy of medical bills must be submitted to the Party holding the insurance within thirty (30) days of receipt of same.

3.  **Neither Party** has health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). If health insurance coverage becomes available to either Party, they shall obtain the insurance and notify the other Party and submit proof of insurance, insurance forms and an insurance card. A copy of medical bills must be submitted to the Party holding the insurance within thirty (30) days of receipt of same.

Any “*ordinary*” medical, dental, optical, prescription, psychological and related health care expenses for the child(ren), defined as the amount of \$100.00 per year per child not covered by insurance, shall be paid by the custodial parent. The cost of any uninsured medical, dental, optical, prescription, psychological and related health care expenses, including co-payments and deductibles under any health insurance plan for the child, in excess of \$100.00 per year per child shall be considered “*extraordinary*” medical and related health care expenses and shall be divided between the Parties as follows:

\_\_\_\_\_ % by Husband                      \_\_\_\_\_ % by Wife

I. **Child Support – Court Calculated**

1. Wife/Husband shall pay to husband/wife as and for the support of the Parties’ child(ren), the sum as provided by the Ohio Child Support Guidelines, to be established by the Court at the final hearing based on financial information furnished to the Court by the affidavit attached to the Petition.
2. The support shall be set out as an amount per month per child, plus processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through the \_\_\_\_\_ County Child Support Enforcement Agency (CSEA) at \_\_\_\_\_.
3. The child support obligation shall be effective (date) \_\_\_\_\_. Any support not paid through the CSEA shall be considered a gift and not credited against the support obligation.
4. Support payments shall continue until the child dies, marries, becomes self-supporting, or reaches eighteen (18), whichever event first occurs, provided that such support shall continue beyond the child’s eighteenth birthday so long as the

child continuously attends on a full-time basis any recognized and accredited high school, but not beyond the age of nineteen, unless further ordered by the Court or CSEA.

5. All support ordered shall be withheld or deducted from the income or assets of the Party paying support, pursuant to a withholding order issued according to law.

J.

1. In the event both Parties choose to enroll the child(ren) in non-public schooling, they shall split the cost of all school, tuition and related expenses in connection with non-public schooling and the same percentages as set forth in the child support guideline calculation, or as follows:

\_\_\_\_\_ % - Husband                      \_\_\_\_\_ % - Wife

2. In the event that the Parties do not agree to enroll the child(ren) in non-public schooling and the primary residential parent chooses to enroll the child(ren) in non-public schooling, then the Party making this decision shall be responsible for all school, tuition and related expenses in connection with non-public schooling.

K. Check **either** 1 or 2 below and complete:

1.  Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: \_\_\_\_\_  
\_\_\_\_\_
2.  Husband shall be entitled to claim the following child(ren) as his dependents for income tax purposes: \_\_\_\_\_  
\_\_\_\_\_

For the Husband or Wife to be able to claim the child(ren) set out above, they must have paid all their support obligation, if any, for that year.

L. Transportation to accomplish the rights of companionship as set forth in Paragraph D, shall be divided between the Parties as follows: (check only 1 of the 4 options)

1.  Each Party shall drive half-way during each companionship period, with the Parties meeting at the following mutually convenient location to exchange the minor child(ren): \_\_\_\_\_
2.  The Party exercising the rights of companionship shall provide all transportation for the exercise;

3.  The transportation shall be divided equally between the Parties. The non-primary residential Party shall provide transportation at the beginning of each companionship period, and the primary residential Party shall provide transportation at the end of each companionship period.

4.  Other:  
\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wife's Signature

\_\_\_\_\_  
Witness

Acknowledgment

State of Ohio

County of \_\_\_\_\_

This Shared Parenting Agreement was signed and acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Wife)

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Husband's Signature

\_\_\_\_\_  
Witness

Acknowledgment

State of Ohio

County of \_\_\_\_\_

This Shared Parenting Agreement was signed and acknowledged before me by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Husband)

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires \_\_\_\_\_



**COURT OF COMMON PLEAS**

\_\_\_\_\_ COUNTY, OHIO

Plaintiff/Petitioner		Case No.	
v./and		Judge	
Defendant/Petitioner/Respondent		Magistrate	

**Instructions:** Check local court rules to determine when this form must be filed.  
By law, an affidavit must be filed and served with the first pleading filed by each party in every parenting (custody/visitation) proceeding in this Court, including Dissolutions, Divorces and Domestic Violence Petitions. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. **If more space is needed, add additional pages.**

**PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))**

Affidavit of \_\_\_\_\_  
(Print Your Name)

**Check and complete ALL THAT APPLY:**

- 1.  I request that the court not disclose my current address or that of the child(ren). My address is confidential pursuant to R.C. 3127.23(D) and should be placed under seal to protect the health, safety, or liberty of myself and/or the child(ren).
- 2.  Minor child(ren) are subject to this case as follows:

Insert the information requested below for all minor or dependent children of this marriage. You must list the residences for all places where the children have lived for the last **FIVE** years.

<b>a.</b>	<b>Child's Name:</b> _____	<b>Place of Birth:</b> _____	
	<b>Date of Birth:</b> _____	<b>Sex:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	
	<b>Period of Residence</b>	<b>Check if Confidential</b>	<b>Person(s) With Whom Child Lived</b> (name & address)
	_____ to present	<input type="checkbox"/> Address Confidential?	_____
	_____ to _____	<input type="checkbox"/> Address Confidential?	_____
	_____ to _____	<input type="checkbox"/> Address Confidential?	_____
	_____ to _____	<input type="checkbox"/> Address Confidential?	_____
	_____ to _____	<input type="checkbox"/> Address Confidential?	_____
	_____ to _____	<input type="checkbox"/> Address Confidential?	_____

b. **Child's Name:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Sex:**  Male  Female

Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>	<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____ to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____

c. **Child's Name:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Sex:**  Male  Female

Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

<u>Period of Residence</u>	<u>Check if Confidential</u>	<u>Person(s) With Whom Child Lived</u> (name & address)	<u>Relationship</u>
_____ to present	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____
_____ to _____	<input type="checkbox"/> Address Confidential?	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CHILDREN, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

3. **Participation in custody case(s): (Check only one box.)**

I HAVE NOT participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of, or visitation (parenting time), with any child subject to this case.

I HAVE participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of, or visitation (parenting time), with any child subject to this case. For each case in which you participated, give the following information:

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_
- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

IF MORE SPACE IS NEEDED FOR ADDITIONAL CUSTODY CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

**4. Information about other civil case(s) that could affect this case: (Check only one box.)**

- I HAVE NO INFORMATION about any other civil cases that could affect the current case, including any cases relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this case.
- I HAVE THE FOLLOWING INFORMATION concerning other civil cases that could affect the current case, including any cases relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning a child subject to this case. Do not repeat cases already listed in Paragraph 3. Explain:

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_
- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

**5. Information about criminal case(s):**

List all of the criminal convictions, including guilty pleas, for you and the members of your household for the following offenses: any criminal offense involving acts that resulted in a child being abused or neglected; any domestic violence offense that is a violation of R.C. 2919.25; any sexually oriented offense as defined in R.C. 2950.01; and any offense involving a victim who was a family or household member at the time of the offense and caused physical harm to the victim during the commission of the offense.

<u>Name</u>	<u>Case Number</u>	<u>Court/State/County</u>	<u>Convicted of What Crime?</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

**6. Persons not a party to this case who have physical custody or claim to have custody or visitation rights to children subject to this case: (Check only one box.)**

**I DO NOT KNOW OF ANY PERSON(S)** not a party to this case who has physical custody or claims to have custody or visitation rights with respect to any child subject to this case.

**I KNOW THAT THE FOLLOWING NAMED PERSON(S)** not a party to this case has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this case.

a. Name/Address of Person

Has physical custody

Claims custody rights

Claims visitation rights

Name of each child:

\_\_\_\_\_

b. Name/Address of Person

Has physical custody

Claims custody rights

Claims visitation rights

Name of each child:

\_\_\_\_\_

c. Name/Address of Person

Has physical custody

Claims custody rights

Claims visitation rights

Name of each child:

\_\_\_\_\_

**OATH**

**[Do Not Sign Until Notary is Present]**

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**COURT OF COMMON PLEAS**  
**COUNTY, OHIO**

\_\_\_\_\_  
Plaintiff/Petitioner

v./and

\_\_\_\_\_  
Defendant/Petitioner

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed.  
This affidavit is used to disclose health insurance coverage that is available for children. It is also used to determine child support. It must be filed if there are minor children of the relationship. If more space is needed, add additional pages.

**HEALTH INSURANCE AFFIDAVIT**

Affidavit of \_\_\_\_\_

(Print Your Name)

**Mother**

**Father**

Are your child(ren) currently enrolled in a low-income government-assisted health care program (Healthy Start/Medicaid)?

Yes  No

Yes  No

Are you enrolled in an individual (non-group or COBRA) health insurance plan?

Yes  No

Yes  No

Are you enrolled in a health insurance plan through a group (employer or other organization)?

Yes  No

Yes  No

If you are not enrolled, do you have health insurance available through a group (employer or other organization)?

Yes  No

Yes  No

Does the available insurance cover primary care services within 30 miles of the child(ren)'s home?

Yes  No

Yes  No

**Mother**

**Father**

Under the available insurance, what would be the annual premium for a plan covering you and the child(ren) of this relationship (not including a spouse)?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Under the available insurance, what would be the annual premium for a plan covering you alone (not including children or spouse)?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

If you are enrolled in a health insurance plan through a group (employer or other organization) or individual insurance plan, which of the following people is/are covered:

Yourself?

Yes  No

Yes  No

Your spouse?

Yes  No

Yes  No

Minor child(ren) of this relationship?

Yes  No

Yes  No

Number \_\_\_\_\_

Number \_\_\_\_\_

Other individuals?

Yes  No

Yes  No

Number \_\_\_\_\_

Number \_\_\_\_\_

Name of group (employer or organization) that provides health insurance

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone number

\_\_\_\_\_

\_\_\_\_\_

**OATH**

**[Do not sign until notary is present.]**

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_