

AGREEMENT PAPERWORK IN A PENDING DIVORCE CASE NO CHILDREN

After a divorce action has been filed, the husband and wife will sometimes reach an agreement. If that is true, attached are the forms that you can use to tell the court what your agreement is in a formal way.

Type or Print all Forms – *If you are downloading the forms from the website, the forms are in PDF and can be typed online and then saved on your computer or flash drive for revision and printing. You can also access these fillable forms on the website - www.seols.org - at the Get Help page*

Forms to be completed by you:

- Form 16 Separation Agreement – Tells the Court that you and your spouse have agreed upon issues relating to parental rights, child support, dividing up your property, alimony, and debts – in writing.

After completing the forms:

- Make three (3) copies of the separation agreement once it has been completed and signed by both husband and wife
- Take the original and three (3) copies to the Clerk of the Common Pleas Court and file before the day and time of the final hearing.
- Both husband and wife should appear at the time of the final hearing to let the court know that the agreement is what you want.

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

_____ :
 Plaintiff/Petitioner : Case No. _____
 _____ :
 Street Address :
 _____ :
 City, State and Zip Code : Judge _____
 _____ :
 and : Magistrate _____
 _____ :
 Plaintiff/Petitioner :
 _____ :
 Street Address :
 _____ :
 City, State and Zip Code :

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or the Wife is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, _____, Husband, and _____, Wife, state the following.

1. The parties were married to one another on _____ (date of marriage) in _____ (city or county, and state), and request that the termination of marriage be the date of final hearing or as specified: _____
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. The parties do not own any real estate.

2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

| Location of Property | Awarded to |
|----------------------|------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. Each party shall pay and hold the other harmless from any debt owing on real estate he/she receives unless otherwise stated in this Agreement.

4. Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

- 1. The parties do not own any titled vehicle(s) in either party's name.
- 2. The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. The parties own titled vehicle(s) which has/have not been divided or transferred. Husband shall receive the following vehicle(s), free and clear of any claims from the Wife:

and Wife shall receive the following vehicle(s), free and clear of any claims of the Husband:

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s) he/she receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): _____

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance: _____

C. Household Goods and Personal Property (select one):

Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. The parties have household goods and personal property which have not been divided.
Husband shall have the following: _____

and Wife shall have the following: _____

3. Delivery or pick-up of household goods and personal property shall be as follows: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the household goods and personal property he/she receives unless otherwise stated in this Agreement.

5. Other debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):
Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

- 1. The parties do not have any financial accounts.

- 2. The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.

- 3. The parties have financial accounts which are not divided.
Husband shall receive the following:

| Institution | Current Name(s) on Account | Type of Account |
|-------------|----------------------------|--|
| _____ | _____ | <input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____ |
| _____ | _____ | <input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____ |
| _____ | _____ | <input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____ |

and Wife shall receive the following:

| Institution | Current Name(s) on Account | Type of Account |
|-------------|----------------------------|--|
| _____ | _____ | <input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____ |
| _____ | _____ | <input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____ |
| _____ | _____ | <input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____ |

- 4. Each party shall pay for and hold the other harmless from any debt owing on the financial accounts he/she receives unless otherwise stated in this Agreement.

- 5. Other arrangements regarding financial accounts: _____

The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

E. Stocks, Bonds, Securities, and Mutual Funds (select one):

1. The parties do not have any stocks, bonds, securities, or mutual funds.
2. One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.
Husband shall receive the following:

| Institution | Current Name(s) on Account | Number of Shares |
|-------------|----------------------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

and Wife shall receive the following:

| Institution | Current Name(s) on Account | Number of Shares |
|-------------|----------------------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds he/she receives unless otherwise stated in this Agreement.
5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

1. The parties do not have any business interests.
2. One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

3. One or both parties has/have business interests which have not been divided.

Husband shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |

and Wife shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. Each party shall pay for and hold the other harmless from any debt owing on the business interests he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

G. Pension, Profit Sharing, IRA, 401(k), and Other Retirement Plans (select one):

- The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
- The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
- The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

Husband shall receive the following:

| Company | Name(s) on Plan | Amount/Share |
|---------|-----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

and Wife shall receive the following:

| Company | Name(s) on Plan | Amount/Share |
|---------|-----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding pension(s), profit sharing, IRA, 401(k), or other retirement plans:

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

- 1. The parties do not have any life insurance policy(ies) with a cash value.
- 2. The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
- 3. The parties' life insurance policy(ies) has/have not been divided.

Husband shall receive the following policy(ies), free and clear of any claims of the Wife: _____

and Wife shall receive the following policy(ies), free and clear of any claims of the Husband:

4. Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies): _____

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

1. Other Property (select one):

1. The parties do not have any other property.

2. The property shall be awarded as follows:

Description of Property

To Be Kept By

| | | | | |
|-------|----------------------------------|-------------------------------|--------------------------------|-------|
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |

3. Each party shall pay for and hold the other harmless from any debt owing on the property he/she receives unless otherwise stated in this Agreement.

4. Other arrangements regarding the property above: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

The parties do not have any debts.

Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

| Creditor | Purpose of Debt | Balance | Who Will Pay | |
|----------|-----------------|---------|----------------------------------|-------------------------------|
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |

Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the Plaintiff and Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for spousal support and the following debts: _____

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither the Husband nor Wife shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

The Husband Wife shall pay spousal support to the Husband Wife in the amount of \$ _____ per month plus 2% processing charge for a total of \$ _____ per month, commencing on _____ and due on the _____ day of the month. This spousal support shall continue indefinitely for a period of _____.

C. Method of Payment of Spousal Support (select one):

If there are no child(ren), the spousal support payment shall be made directly to the Plaintiff Defendant.

The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through

the _____ County Child Support Enforcement Agency by income withholding at his/her place of employment.

The Court shall not retain jurisdiction to modify spousal support.

The Court shall retain jurisdiction to modify the amount duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

The cohabitation of the person receiving support in a relationship comparable to marriage.

The remarriage of the person receiving support.

Other (specify): _____

E. Deductibility of Spousal Support for All Tax Purposes (select one):

The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.

The spousal support paid shall be included in income of the person paying the support.

F. Other orders regarding spousal support (specify): _____

G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

Other: _____

FIFTH: NAME

_____ shall be restored to the prior name of: _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT AND HEALTH CARE

The parties do not have child(ren) subject to the jurisdiction of the Court.

The parties have minor child(ren) subject to the jurisdiction of the Court, and

a Parenting Plan or Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER’S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled, and the cards shall be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, 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 shall make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

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

TWELFTH: APPLICABLE LAW

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

THIRTEENTH: 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 or cause 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 in this Agreement.

Your Signature (Husband)

Your Signature (Wife)

Date

Date

In addition to the forms in this packet, you may find additional forms and informational pamphlets to help you on the internet at the following website:

www.ohiolegalhelp.org

Click on “Statewide Forms and Information”

Locate and click on the legal area that you would like to review – use the “search this site” box if you are not sure which area to review

You can also search this website to learn how to access the local legal services program for your area