

SAMPLE – Mediation Settlement Agreement – Divorce – No Kids

Docket No.

IN THE COURT, COUNTY, TEXAS

In the Matter of the Marriage of

☆

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Mediated Settlement Agreement

Parties

1. The parties to this settlement agreement are:
 - a. (“*First Name*” – “Husband”), and
 - b. (“*First Name*” – “Wife”).

All Claims Settled

2. The parties agree to settle all claims and controversies between them asserted or assertable in this case.

This Agreement Cannot be Revoked

3. **THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.** The parties agree that a part of the consideration for this agreement is their respective acknowledgments that it is binding and is not subject to revocation. The parties acknowledge that they are agreeing to the settlement reflected herein and that this agreement is intended to comply with Section 6.602, Texas Family Code.

Grounds for Divorce

4. The divorce shall be granted on the grounds of insupportability.

Property Division

5. The marital property of the parties is divided as hereinafter set forth and the parties each

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1 agree and stipulate that the division is a just and right division of their property. A party not
2 awarded property is divested of all right title and interest in such property when it is awarded
3 to the other party.
4

5 6. The inventory of husband/wife is attached to this settlement agreement for convenience in
6 allocating the parties’ property. It is incorporated herein by reference.

7
8 a. Wife will receive the property marked with a “W” on the inventory or property list
9 which is attached hereto and incorporated herein.

10
11 b. Husband will receive the property marked with an “H” on the inventory or property
12 list which is attached hereto and incorporated herein.

13
14 c. The property marked with an “HSP” on the inventory or property list which is
15 attached hereto and incorporated herein is confirmed as the husband’s separate
16 property.

17
18 d. The property marked with an “WSP” on the inventory or property list which is
19 attached hereto and incorporated herein is confirmed as the wife’s separate property.
20

21 **Apportionment of Liabilities**

22
23 7. Each party is assigned the following indebtedness, respectively, and as part of the
24 consideration for this agreement does indemnify and hold the other harmless from any and
25 all liability thereon.

26
27 a. Wife is responsible for the debts and liabilities listed on schedule WD, attached
28 hereto and incorporated herein.

29
30 b. Wife is responsible for the debts and liabilities marked with a “W” on the inventory
31 which is attached hereto and incorporated herein.

32
33 c. Husband is responsible for the debts and liabilities listed on schedule HD, attached
34 hereto and incorporated herein.

35
36 d. Husband is responsible for the debts and liabilities marked with an “H” on the
37 inventory which is attached hereto and incorporated herein.
38

39 **Income Tax Considerations**

40
41 8. The Internal Revenue Service obligations of the parties shall be paid as follows:

42
43 a. For calendar year 201__ the parties will file separate individual returns and each be
44 responsible for taxes on their own income.

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- 1
2 b. The tax refund, if any, for 201__ is awarded to Husband – Wife – both, divided
3 equally.
4

5 **Spousal Support**

- 6
7 9. Pursuant to Chapter 8, Texas Family Code, Husband Wife shall pay spousal maintenance
8 to the other spouse as follows:
9
10 a. Monthly amount \$ _____;
11 b. Duration is for _____ months, beginning _____, 201__;
12 c. Terminates on –
13 i. The entire amount being paid;
14 ii. Death of obligee;
15 iii. Death of obligor;
16 iv. When obligee’s disability terminates;
17 v. If obligee marries.
18

19 **Legal Fees**

- 20
21 10. Wife’s legal fees shall be paid by her the Husband.
22
23 11. Husband’s legal fees shall be paid by him the Wife
24

25 **Court Costs**

- 26
27 12. Court costs shall be paid by the party incurring same.
28

29 **Place of Performance**

- 30
31 13. This agreement is performable in the county where this suit is pending and shall be construed
32 according to the law of the state of Texas.
33

34 **Agreement Free and Voluntary**

- 35
36 14. The parties have each entered into this settlement agreement freely and without duress after
37 having consulted with professionals.
38

39 **Mutual Release**

- 40
41 15. Each party releases the other from all claims, demands, and causes of action each may have
42 against the other, save and except those covenants, duties, and obligations set forth in this
43 agreement.
44

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Full Disclosure

16. Each party represents that they have made a full and fair disclosure to the other of the property and financial obligations known to them.

Closing Documents

17. The terms of this agreement will be incorporated into a decree and agreement incident to divorce to be prepared by the attorney for *IDENTIFY PARTY*.

18. Other closing documents will be prepared by the attorney for the party who will benefit thereby.

Disputes Concerning this Agreement

19. Any disputes regarding this agreement and/or the interpretation of it shall be resolved with a telephone conference with mediator, by the lawyers, before resorting to further litigation. The mediator will not discuss this directly with the parties.

Understanding of Agreement

20. Each party signing this agreement agrees and acknowledges that –
- a. He or she has carefully read every detail of this agreement including the parts that are included by attachment(s) and by any check marks in boxes or excluded by boxes not being checked and after all interlinations and strikeouts, if any, have been made;
 - b. He or she has discussed this agreement in detail (including the meaning of checked and unchecked boxes) with his or her respective attorney and sought and received all advice desired concerning the agreement;
 - c. He or she fully understands the agreement and every part of it and desires, under all the circumstances, to settle this matter as set forth in the agreement;
 - d. Under all of the attendant circumstances the agreement for property division is fair and just;
 - e. As set out above this agreement is binding and cannot be revoked; and
 - f. A true copy of this agreement may be furnished to the judge with the decree and signing of the decree itself by the parties and attorneys is permitted but not required.
21. Each attorney approving this agreement acknowledges that the representations set out in the preceding paragraph concerning his or her respective client are true and that the agreement

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1 and all of its ramifications have been fully discussed with his or her client.

2
3 **Execution**

4
5 22. Agreed and signed on DATE, the parties, each signing in the presence of their respective
6 attorneys who have also signed this agreement.
7

8
9 **Wife**

10
11
12
13 _____
14 **Wife**

_____ **Attorney for Wife**

15 **Husband**

16
17
18
19 _____
20 **Husband**

_____ **Attorney for Husband**

21 **Witness:**

22
23
24 _____
25 Frank J. Douthitt, Lawyer — Mediator
26 Henrietta, TX 76365
27