

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

STATE OF WISCONSIN, CIRCUIT COURT,
_____ COUNTY

For Official Use

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

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

First name Middle name Last name
and

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

Respondent/Joint Petitioner-Husband:

First name Middle name Last name

Check divorce or legal separation.

Enter the case number.

Marital Settlement Agreement

With Minor Children

- Divorce-40101
 Legal Separation-40201

Case No. _____

Warning: Subject to court approval, the terms of this agreement will be included in your judgment of divorce or legal separation. Be sure you understand it completely. Some portions of this agreement cannot be changed after the court approves it, even if you did not understand or expect how it would affect you. You may wish to speak with a lawyer before you sign this agreement to be sure you are fully aware of the laws that may apply to you.

In A, check 1 or 2.

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

WE AGREE AS FOLLOWS:

A. MARITAL RELATIONSHIP

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

B. MAINTENANCE (Spousal Support)

1. For the Wife:

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

2. For the Husband:

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

In B.1, check a, b, or c.

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

If 1, enter the reasons.

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

In 2, check a, b, or c.

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

If 1, enter the reasons.

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

In 3, check a or b.

If b, check 1 or 2. If 2, enter the employer information.

NOTE: An arrearage is an amount ordered that has not been paid and is overdue.

In 4, check a, b, c, d, e or f.

If d, enter the monthly payment amount, date payments begin and the interest rate percentage for arrearages.

If e, enter the amount of the arrears balance and check 1 or 2. If 1, enter the date of the one-time payment. If 2, enter the monthly payment amount, the date payments begin and the interest rate percentage for arrearages.

In D, for each debt owed individually and jointly, write the name, current balance, and check who will be responsible for payment.

NOTE: Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.

If more space is necessary, attach additional sheets.

3. Payments shall be made

- a. no payments are ordered.
- b. to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
 - 1. directly from the payer to WI SCTF (only allowable if self-employed).
 - 2. by income assignment from the payer's employer as indicated below:
 Employer name _____
 Address of payroll office _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

4. Arrearages for Previously Ordered Maintenance.

- The parties agree to handle the maintenance arrears as follows:
- a. No maintenance was previously ordered. There is no amount due.
 - b. The party has paid all maintenance as ordered. There is no amount due.
 - c. If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial records shall be set at zero.
 - d. As currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20 _____. The arrears balance shall earn interest at the rate of ____% per year until the arrearages are paid in full.
 - e. The arrears shall be set at \$ _____ and paid through
 - 1. a one-time payment to the WI SCTF made by (Date) _____.
 - 2. monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20 _____. The arrears balance shall earn interest at the rate of ____% per year until the arrearages are paid in full.
 - f. Shall be determined by the court at the time of the final hearing.

C. MEDICAL INSURANCE

No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

D. DEBTS AND LIABILITIES

The following is a listing of **ALL** the debts and liabilities that we presently owe (both individually and as a couple) and who we agree shall be responsible for the payment of each debt:

Payment for	Payment to (Creditor)	Balance Due	Paid by Wife	Paid by Husband	Shared Equally
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See attached

The parties agree and understand:

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

In E, complete this section with as much detail as possible.

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

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

NOTE: Any and all assets disclosed on the parties' Financial Disclosure Statements should be included here and divided between the parties.

E. PERSONAL PROPERTY DIVISION

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

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

Other Personal Property	W	H
Description of Asset		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

See attached

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

Indicate when and how any exchange of property will take place.

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

- a. **None.** All personal property has already been exchanged to the satisfaction of both parties.
- b. **List of items:** _____
 The exchange of personal property shall be made by (Date) _____
 according to the following arrangements: _____

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

In F, check 1 or 2.

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

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

Attach a copy of the legal description.

Check 1 or 2.

If 1, check A or B and enter other provisions, if any.

If 2, check 1, 2, 3, or 4 in A, B, and C for the responsibility for other expenditures that occur while the property is being sold.

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

F. DIVISION OF REAL ESTATE

- 1. Neither party owns any real estate at this time.
- 2. One or both parties own real estate at this time.
 - a. **Primary Residence.** The parties own a primary residence located at:
 Address _____
 City _____ State _____ Zip _____
 Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

- 1. This primary residence shall be awarded to the
 - A. wife
 - B. husband
 and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____ See attached
- 2. This residence shall be placed on the market for sale.
 - A. Pending sale, the residence shall be occupied, used, or managed by
 - 1. wife.
 - 2. husband.
 - 3. shared equally.
 - 4. other: _____
 - B. Pending sale, the mortgage, taxes, and insurance shall be paid by
 - 1. wife.
 - 2. husband.
 - 3. shared equally.
 - 4. other: _____
 - C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by
 - 1. wife.
 - 2. husband.
 - 3. shared equally.
 - 4. other: _____

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

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

If the parties own other real estate (including any timeshare interests), check b, complete the attached Schedule A found at the end of this document.

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

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

G. EQUALIZATION OF MARITAL PROPERTY DIVISION

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

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

H. TAXES

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

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

I. LEGAL NAME RESTORATION

In I, check 1, 2, or 3.
 If 2 or 3, enter the former legal surname.

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

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

J. LEGAL CUSTODY OF MINOR CHILDREN

The minor children (age 17 or younger) born to or adopted together by the parties, before or during the marriage, are listed below and the legal custody of each shall be as follows:

NOTE: Legal custody is the right and responsibility to make major decisions about a child. In J, enter the name, date of birth [month, day, year], of each child and check custody option.

NOTE: To include more detail, check the box and attach a parenting plan or other separate description.

Name of Minor Child	Birth Date	Joint Legal Custody	Sole Legal Custody to Mother	Sole Legal Custody to Father
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Also see attached parenting plan or other separate description.

In a sole legal custody arrangement, the parent not granted sole legal custody, shall file a medical history form with the court in compliance with §767.41(7m), Wis. Stats.

NOTE: Physical Placement means where the child lives or spends their time.

Shared placement occurs when a child spends at least 25% or 92 days per year with each parent. Otherwise, one parent is considered to have primary placement.

In K, enter the names of the children. Check shared, primary mother, or primary father for each child.

Check 1 or 2. If 1, attach parenting plan and/or a schedule. If 2, describe how placement will be arranged.

K. PHYSICAL PLACEMENT OF MINOR CHILDREN

The physical placement of the minor children shall be as follows:

Name of Minor Child	Shared	Primary w/Mother	Primary w/Father
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

and the placement schedule shall be

- as listed in the attached parenting plan and/or schedule.
- as follows: _____

See attached

L. MEDICAL AND HEALTH CARE EXPENSES

1. **Medical Insurance and Payments.** Parents are required to provide private health insurance for their minor child(ren) if service providers are located within 30 miles or 30 minutes from the child's residence and if the cost is reasonable. Reasonable cost is defined as the difference between single and family coverage where the added cost does not exceed 5% of the insuring parent's monthly income available for child support. The insuring parent may receive a contribution toward the cost of the insurance from the other parent, either as a credit against the child support obligation or an increase in the non-insuring parent's child support obligation as long as the increase does not exceed 5% of the non-insuring parent's gross monthly income. The parties agree that such medical insurance coverage for the minor child(ren) including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses which is currently offered shall be provided and paid by

- both parties. They shall provide private health insurance and neither parent is required to make a cash contribution to the other.
- _____. He/She shall provide private health insurance. The out of pocket cost (difference between single and family coverage) to cover the child(ren) under such insurance is \$ _____. The other parent shall contribute \$ _____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in M. Child Support Basis below.

If b, enter who will provide insurance, the out of pocket cost for such insurance, and the amount the other party will contribute.

If c, indicate who will be responsible for providing public health insurance and whether the children are enrolled to need to be enrolled.

Also, check 1 or 2. If 2, indicate the cost for such insurance and the amount the other party will contribute.

If d, check which party has income below 150% of the federal poverty level.

In 2, enter the percentage that each parent will pay in a. and b. The total must equal 100%.

In 3, enter the number of days for the deadline.

In M.1, check the guideline that applies to the specifics of this case after considering the gross income of the parties, other payment obligations of the parties, and physical placement of the children.

In 2.a, enter the payer's name, recipient's name, payment frequency (weekly, bi-weekly, monthly, bi-monthly) and guideline amount.

In b1, enter the medical deviation from L.1.b or c or "0" if none and check if the amount should increase or decrease the guideline amount.

In b.2, enter the other deviations or 0 if none. In c, enter the date the payment shall begin and determine the net child support amount after adding or subtracting the deviations from the amount in 2.a.

- c. A comprehensive private health insurance policy is not available to either parent at a reasonable cost. The mother father has enrolled in shall promptly apply for Public Health Insurance.
 - 1. There is no out of pocket expense for the above Public Health Insurance.
 - 2. Out of pocket cost for such insurance is \$ _____. The other parent shall contribute \$ _____ toward that cost (as a reasonable cash contribution) and that amount, if any, is included as a deviation in the child support calculation in M.Child Support Basis below. If an accessible private health insurance policy becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under his/her health insurance.
- d. The mother father does not have free health insurance available and has income below 150% of the federal poverty level and is therefore unable to make a cash contribution toward the cost of the child(ren)'s healthcare. The appropriate cash medical support obligation is \$0. If accessible private health insurance becomes available at a reasonable cost to either parent, that parent shall enroll the child(ren) as covered dependents under his/her health insurance.

The insuring parent shall provide the other parent and the child support agency with copies of policy information and insurance cards. He/She shall inform the child support agency about any change in his/her employment and the availability of insurance.

- 2. **Uninsured Health Care Expenses.** Payments for health care expenses for the minor children not covered by insurance, including medical, dental, orthodontic, hospital, psychiatric, counseling, drug and other health expenses shall be paid as follows:
 - a. The wife to pay _____% of the total amount.
 - b. The husband to pay _____% of the total amount.
- 3. **Reimbursements.** Any request for reimbursement from the other party for medical insurance and uninsured health care expenses shall be made in writing. The other party shall pay their required percentage within ____ days after receiving a **written** request.

M. CHILD SUPPORT BASIS

- 1. According to the child support percentage of income standards, the standard calculation, based on gross income that applies to this case is

<input type="checkbox"/> 17% for one child.	<input type="checkbox"/> split-placement formula.
<input type="checkbox"/> 25% for two children.	<input type="checkbox"/> shared-placement formula.
<input type="checkbox"/> 29% for three children.	<input type="checkbox"/> serial-family parent formula.
<input type="checkbox"/> 31% for four children.	<input type="checkbox"/> low-income payer formula.
<input type="checkbox"/> 34% for five or more children.	<input type="checkbox"/> high-income payer formula.

2. Child Support Order and Basis for a Deviation.

- a. Based on the above standard calculation, the parties understand that child support would be paid by _____ to _____ per _____ in the amount of \$ _____
- b. The parties agree to deviate from that amount of child support.
 - 1. A cash contribution from above in **L.1.b. or L.1.c.2. MEDICAL AND HEALTH CARE EXPENSES**
 - increases decreases this child support amount by _____ (If no deviation, enter "0" or "None") \$ _____
 - 2. A deviation is based on: (Explain the reasons for any other deviation here) _____ and this increases decreases this child support amount by _____ (If no deviation, enter "0" or "None") \$ _____
- c. The net amount of the child support payment shall begin _____, 20____ in the amount of _____ (If no child support is to be paid, enter "0" or "Held Open") \$ _____

3. **Payments shall be made**

- a. no payments are ordered.
- b. to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
 - 1. directly from the payer to WI SCTF (**only allowable if self-employed**).
 - 2. by income assignment from the payer's employer as indicated below:

Employer name _____
 Address of payroll office _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

In 3, check a or b.

If b, check 1 or 2. If 2, enter the payer's employer information.

NOTE: An arrearage is an amount ordered that has not been paid and is overdue.

In 4, check a, b, c, d, e or f. If d, enter the monthly payment amount and the date payments begin. If e, enter the amount of the arrears balance and check 1 or 2. If 1, enter the date of the one-time payment. If 2, enter the amount of the monthly payment and the date payments begin.

4. **Arrearages for Child Support.**

The amount of the child support arrears owed to a party shall be paid and earn interest at the statutory interest rate. Payments shall be made as follows:

- a. No child support was previously ordered. There is no amount due.
- b. The party has paid all child support as ordered. There is no amount due.
- c. If there are any arrearages for child support now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set at zero.
- d. The total amount currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20 ____ until the arrearages are paid in full.
- e. The arrears shall be set at \$ _____ and paid through
 - 1. a one-time payment to the WI SCTF made by (Date) _____.
 - 2. monthly income withholding by the WI SCTF in the amount of \$ _____ beginning _____, 20 ____ until the arrearages are paid in full.
- f. Shall be determined by the court at the time of the final hearing.

5. **Variable costs** (required only in cases of shared physical placement), which are those reasonable costs above basic support costs for a minor child, including but not limited to child care costs, tuition, a child's special needs, and other activities that involve substantial cost.

- a. We agree to consult with each other before incurring any variable costs requiring reimbursement.
- b. Shall be paid as follows: (Payments must be paid directly to the parent and can't be made through WI SCTF)
 - 1. The wife to pay _____% of the variable costs.
 - 2. The husband to pay _____% of the variable costs.
- c. The request for reimbursement for variable costs shall be made in writing within _____ days from the day the cost was incurred. Each party shall pay the required percentage within _____ days from the date of the request.

In 5, if applicable, enter the percentage each parent shall pay. The total amount must equal 100 %.
In 5.c, enter the number of days for each deadline.

NOTE: Variable Costs are defined in DCF 150.02(29). Variable cost orders are mandatory only for shared placement situations.

6. **Deductions for Children** as dependents and exemptions for income tax purposes.

Name of Child	Mother to claim in all tax years	Father to claim in all tax years	Mother to claim in even tax years; Father to claim in odd tax years	Father to claim in even tax years; Mother to claim in odd tax years
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In 6, enter the name of each child and then check the box to indicate how the deduction will be distributed.

- 7. Any party ordered to pay child support may only claim the minor children as exemptions for federal and state income tax purposes if he or she is current in payment of child support as of December 31 of the year in which he or she intends to claim the exemption, pursuant to DCF 150.02(12).
- 8. Each party agrees to cooperate in signing IRS Form 8332, or other appropriate state or federal tax forms, as necessary, in order to carry out the options selected above.

N. LIFE INSURANCE

Each party shall keep in full force and pay the premiums on all life insurance presently held upon his or her life, naming the minor children of the parties as sole primary beneficiaries in equal shares, until the youngest of the minor children reaches age of 18 or age 19 if they are pursuing a high school diploma or its equivalent. If current coverage is lost, the party with the current life insurance policies shall provide equivalent coverage. Each party agrees to furnish the other with proof of the named sole primary beneficiary upon request. This provision may be satisfied in a will or trust.

- 1. The parties do not currently have any life insurance policies in force.
- 2. The following life insurance policies are currently in full force:

Company Name	Policy Number	Name of Insured

Neither party may borrow against any life insurance policy after the date of this agreement, nor use it as collateral, without the written consent of the other party.

O. OTHER AGREEMENTS

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

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

P. AGREEMENTS and UNDERSTANDINGS

We understand and agree:

- We could each get an attorney to review this agreement.
- This form was provided as a convenience and may NOT cover all issues.
- This agreement may have tax consequences and that seeking tax advice is suggested.
- We have each fully disclosed each of our income, debts, assets and liabilities to each other.
- Maintenance is deductible by the payer and taxable to the payee.
- Child support is NOT deductible by the payer or taxable to the payee.
- The parents agree that these legal custody and physical placement arrangements are in the best interests of the minor child(ren) at this time.
- Any court order regarding child support, legal custody, or physical placement is not final and may be modified under an appropriate change of circumstances.
- **We must exchange annual financial information no later than** (Date) _____ **each year.** A party who fails to furnish the information as required by the court under this subsection may be proceeded against for contempt of court under ch. 785, Wis. Stats.
- Whenever private, accessible and reasonably-priced health insurance becomes available to either parent at a reasonable cost, that parent shall enroll the child(ren) under the plan, unless the child(ren) are already enrolled under another private health insurance plan or unless the parent's income is below 150% of the federal poverty level.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.

In N, check 1 or 2.

If 2, enter the name of the company who holds the policy, the policy number, and the name of the party who the policy currently insures.

In O, check 1 or 2.

If 2, attach any additional agreements.

In P, enter the date by which you will exchange financial information each year.

- There are certain legal presumptions under Wisconsin law, such as:
 - Marital property should be divided 50/50.
 - Legal custody of minor children should be granted jointly to both parents.
 - A child born or conceived during the marriage is presumed to be the husband's child.

Q. VOLUNTARY EXECUTION / NATURE OF AGREEMENT

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

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

R. MUTUAL / GENERAL RELEASE

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

S. FULL DISCLOSURE AND RELIANCE

We warrant to each other that there has been an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. We understand and agree that deliberate failure to provide complete disclosure constitutes perjury under §767.127, Wis. Stats. and a fraud upon the court. The property referred to in this agreement represents all the property in which either party has any interest. This agreement is based on our financial disclosure statements. We relied on these financial representations when entering into this agreement.

T. RESTRAINING ORDER

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

U. EXECUTION OF DOCUMENTS

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

V. DIVESTING OF PROPERTY RIGHTS

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

All property awarded to a party shall be the separate property of that party. We shall have the right to manage our separate property as if we had never been married.

W. SURVIVAL OF AGREEMENT AFTER JUDGMENT

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

X. JURISDICTION

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

Y. APPROVAL OF COURT REQUIRED

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

Z. WAIVER OF APPEARANCE

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

The wife must sign and print her name. Enter the date on which she signed her name.
Note: This signature does not need to be notarized.

Wife

Print or Type Name

Date

The husband must sign and print his name. Enter the date on which he signed his name.
Note: This signature does not need to be notarized.

Husband

Print or Type Name

Date

If either party is receiving public assistance or there is a case worker from the Child Support Agency assigned to your case, you must take this agreement to the Child Support Agency in your county for their approval. If not, mark not required.

State of Wisconsin, Child Support Agency

- Approved
- Not Approved
- Not Required

Authorized Signature

Print or Type Name

Title

Date

Guardian ad Litem

- Approved
- Not Approved
- Not Required (no GAL has been appointed)

If a Guardian ad Litem has been appointed to your case, you must take this agreement to the GAL for his/her approval. If not, mark not required.

Authorized Signature

Print or Type Name

Title

Date

SCHEDULE A – DIVISION OF OTHER REAL ESTATE

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

Address _____

City _____ State _____ Zip _____

Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

1. This property shall be awarded to the

A. wife

B. husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

See attached

2. This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

1. wife.

2. husband.

3. shared equally.

4. other: _____

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

1. wife.

2. husband.

3. shared equally.

4. other: _____

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

1. wife.

2. husband.

3. shared equally.

4. other: _____

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

a. The wife to receive _____ %.

b. The husband to receive _____ %.

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

Address _____

City _____ State _____ Zip _____

Parcel Identification Number (Tax Key Number) _____

Attached is a legal description of this property.

1. This property shall be awarded to the

A. wife

B. husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: _____

See attached

2. This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

1. wife.

2. husband.

3. shared equally.

4. other: _____

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

1. wife.

2. husband.

3. shared equally.

4. other: _____

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

1. wife.

2. husband.

3. shared equally.

4. other: _____