

IN THE MATTER OF THE MARRIAGE OF)

_____)

and)

_____)

Cause No: _____

In the District Court of:

_____ County, Texas

MARITAL SETTLEMENT AGREEMENT

_____ of _____, _____, _____
_____, born _____, and _____ of
_____, _____, _____, born
_____, being sworn do hereby state the following statements are true and correct
and that except as otherwise specifically stated in this Agreement, this Agreement serves as a full
and final settlement of all matters arising from the dissolution of their marriage, including
division all property rights, debts, spousal support, child custody, visitation, and child support.
The parties agree this Agreement contains a fair, just and equitable division of property and
subject to court approval agree as follows:

1. JURISDICTION. _____ and _____ have resided in
_____ for at least 90 days and has lived in the state of Texas for at least
six (6) months which satisfies the residency requirements of the State of Texas.
2. ARMED FORCES. [State whether one or both spouses are members of the armed
forces.]
3. MARRIAGE DATE. The parties were married to each other on _____ in
_____, _____ and _____ children were born to this
marriage.

The remaining minor children of the marriage are as follows:

_____ who was born _____.

The parties are/are not currently expecting any children.

4. SEPARATION DATE. The parties' date of physical separation is _____.
5. CAUSE OF DISSOLUTION: Due to irreconcilable differences the marriage of the
parties has been irretrievably broken and there is no possibility of reconciliation. This
marriage has become insupportable because of discord or conflict of personalities that
destroys the legitimate ends of the marital relationship and prevents any reasonable
expectation of reconciliation. [Or state other reason.]

6. **DISCLOSURE.** The parties acknowledge that each has made a full disclosure of all assets and debts owned jointly or individually. Nothing has been withheld and each party believes the other has been truthful in their disclosure.

7. **INCOME.**

[SPOUSE] has monthly income in the following amount:

[SPOUSE] has monthly income in the following amount:

8. **CUSTODY.** The parties acknowledge that this is the home state of the children pursuant to this state's Uniform Child Custody Jurisdiction and Enforcement Act. The children have resided in this state for more than six months before this action began and no other court has made a child custody determination.

9. **AGREED PARENTING PLAN**

a. **Joint Managing Conservators.** "Managing conservator" for the purpose of this agreement refers to a parent who has the authority to make major decisions regarding a minor child or children of the marriage, which can include but are not limited to health care, religion, and education. The parties agree to maintain joint managing conservatorship of their minor children.

b. **Exclusive Rights.** _____ shall have the following exclusive rights:

1. The right to designate the primary residence of the child(ren) within the State of Texas

c. **General Rights of Conservators at all Times:**

Each Joint Managing Conservator has the following rights and responsibilities at all times, unless they relinquish their parental rights, or these rights are otherwise modified by the court:

1. The right to receive information from the other parent or conservator about the children's health, education, and welfare;
2. The right to talk or confer with the other parent, to the extent it is possible, about upcoming decisions concerning the children's health, education, and welfare;
3. The right to have access to the children's medical, dental, psychological, and educational records;
4. The right to talk or consult with the children's doctors, dentists, and psychologists;
5. The right to talk or consult with school officials, including teachers, and school staff, about the children's welfare and educational status and school activities;
6. The right to attend the children's school activities;
7. The right to be designated as an emergency contact on their children's records;

8. The right to give consent for emergency medical, dental, and surgical treatment if the children's health or safety is in immediate danger; and
9. Each parent has the right to manage the children's estate(s) if he or she created it for the children or if that parent's family created it for the children;
10. The duty to inform the other parent in a timely manner of significant information concerning the health, education, and welfare of the children; and
11. The duty to inform the other parent if the parent resides with for at least thirty days, marries, or intends to marry a person who the parent knows is registered as a sex offender under chapter 62 of the Code of Criminal Procedure or is currently charged with an offense that would require the person to register as a sex offender under that chapter, if convicted. The parent IS REQUIRED to give this notice as soon as practicable, but no later than the 40th day after the date the parent or conservator begins to reside with the person, or within 10 days of marrying the person. The notice must include a description of the offense that required the person to register as a sex offender or the offense that the person is charged with that may require the person to register as a sex offender.

WARNING: A CONSERVATOR COMMITS AN OFFENSE PUNISHABLE AS A CLASS C MISDEMEANOR IF THE CONSERVATOR FAILS TO PROVIDE THIS NOTICE.

- d. **Rights and Duties During Periods of Possession.** Unless limited by court order, a parent appointed as a conservator of a child has the following rights and duties during the period that the parent has possession of the child:

1. The duty of care, control, protection, and reasonable discipline of the child;
2. The duty to support the child, including providing the child with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
3. The right to consent for the child to medical and dental care not involving an invasive procedure; and
4. The right to direct the moral and religious training of the child.

- e. **Possession Schedule.** _____ and _____ will have the right to possession of the minor children according to the terms of the Standard Possession Order attached as Exhibit A, which will be incorporated by reference in the Agreed Final Decree of Divorce.

- f. **Transportation.** The parties agree to equally divide the cost of transportation for all possession.

- g. **Notification.** The parties agree that neither party will change the residence of the minor children of the parties without adequate prior written notification. The parties further agree that this possession and conservatorship agreement will be reassessed if either party relocates and the new residence makes the current agreement unfeasible to manage. The parties agree to provide one another with their current phone number and physical address.

- h. **Childcare.** The parties agree to allow one another the first opportunity to have the children if he or she is unable to care for the children during their scheduled

time. The parties agree to work together to make decisions regarding childcare providers.

- i. **Health Insurance.** The parties agree that [one or both] spouse(s) shall maintain medical insurance coverage for the minor child(ren).
- j. **Non-Covered Medical.** The parties agree that each party shall be responsible for 50% of any non-covered or co-pay expenses related to medical, dental, optometric, orthodontic, physical therapy, psychiatric or pharmaceutical needs of the minor children. A parent shall provide the other with a statement documenting any payments made and the other parent shall reimburse the paying parent within 30 days of receipt of this statement.
- k. **Taxes Related to Children.** _____
- l. **Parental Rights and Responsibilities.** Each parent has the following rights and responsibilities unless they relinquish their parental rights:
 - 1. Right to access and obtain copies of the children's educational, medical, dental, religious, insurance, and other records or information.
 - 2. Right to attend educational conferences concerning the children. This right does not require any school to hold a separate conference with each parent.
 - 3. Right to reasonable access to the children by written, telephonic, and electronic means.
 - 4. Duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the children receive health care treatment. The parent shall provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
 - 5. Duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
 - 6. Duty to keep the other parent informed of the name and address of the school the children attend.

The court shall include, in an order establishing or modifying parental rights and responsibilities, the rights and duties listed in this section; however, the court may restrict or exclude any right or duty listed in this section if the order states the reason in support of the restriction or exclusion. The court shall consider any domestic violence protection orders relating to the parties when determining whether to restrict or exclude any right or duty listed in this section.

- 10. **CHILD SUPPORT.** The parties have agreed to child support in the amount of \$[AMOUNT], to be paid by [SPOUSE]. The parties acknowledge that this amount is reasonable and in the best interests of the child.

The parties acknowledge that their proposed child support order will not be legally effective until the court has approved it.

Child support payments will commence the 1st day of the month following the entry of the divorce decree. Child support payment must be paid by the 1st day of the month directly to the custodial parent. This agreement shall be construed to contain a provision for income withholding procedures to take effect in the event a delinquency occurs without further amendment to the order or future action by the court.

11. **COOPERATION.** The parties agree to cooperate with one another in signing any papers or legal documents needed to finalize this agreement or any provision contained in this agreement, including deeds, title certificates, etc. Within 10 days of notification of Entry of Judgment, the parties shall execute any document, transfer papers, titles or other documents to effect the provisions of this Agreement and any resulting Decree of Divorce. In the event a party fails to sign transfer documents, the final Decree of Divorce shall operate to transfer title.

12. **DIVISION OF ASSETS.** Each party shall receive any and all, tangible and intangible, property in his/her possession including personal items and household goods, unless stated otherwise in this agreement.

a. **Marital Home.**

The parties agree _____ will remain in the home located at

_____, _____, _____
_____ and have sole and absolute ownership of the same.

_____ will not continue to be bound for all mortgages on the property.

- b. **Other Assets.** _____ and _____ own and agree to divide the following remaining assets:

A. Item:

Description: _____

Current Value:

Owner After Divorce:

[REPEAT FOR ALL PROPERTY]

13. **FUTURE EARNINGS AND ACQUISITIONS.** All income, earnings, or other property received or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the sole and separate property of the receiving or acquiring party. Each party, as of the effective date of this Agreement, does hereby and forever waive, release, and relinquish all right, title and interest in all such income, earnings and other property except as necessary to collect any sums due hereunder in the event of default.

14. **DEBTS.** Each spouse will be responsible for any indebtedness incurred in his or her individual name prior to the date of marriage unless otherwise specifically stated in this

agreement. Each spouse will be responsible for any indebtedness incurred in his or her individual name subsequent to the date of separation _____ unless otherwise specifically stated in this agreement. Each spouse will be responsible for any indebtedness incurred in his or her individual name during the course of the marriage unless otherwise specifically stated in this agreement.

15. SPOUSAL SUPPORT/ALIMONY.

[SPOUSE] is [AGE] years of age, has been married for [YEARS] years, has a total monthly income of \$[AMOUNT], and has total monthly expenses of \$[AMOUNT]. [SPOUSE] has a gross monthly income of \$[AMOUNT] from all sources and has the ability to pay support. [SPOUSE] agrees to pay [SPOUSE] spousal support in the amount of \$[AMOUNT] per month. Spousal support payments shall be paid no later than the [DAY] day of the month.

16. MEDICAL INSURANCE: Each party shall maintain their own medical insurance on their own behalf. Each party waives any interest they have in the others medical insurance proceeds. 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. [Or state other arrangement.]

17. NAME CHANGE. The parties agree that [SPOUSE] desires to and shall have the right to be known by the name of [NAME].

18. TAXES. For the purposes of determining income tax liability, the parties agree and hereby partition all of the income, gain, loss, and deductions attributable to a party from that party's individual labor, that party's individual efforts, or the property awarded in this agreement to that party, as his or her sole and separate property, as if that party had been single and unmarried from the current year through the date of divorce.

Each party shall file a separate federal individual income tax return for the calendar year of the divorce.

19. MUTUAL INDEMNITY. All parties agree the other parties are free of any liability or wrongdoing. Any liability or wrongdoing is expressly denied. Furthermore, the parties each agree that neither shall disparage the other to any third party at any time. The parties agree that in regard to the payment of debts and other liabilities stated in this Agreement that each shall indemnify and hold harmless the other for the payment of same.

20. FUTURE DISPUTE SETTLEMENT. The parties agree that if any dispute, question, disagreement, or change occurs affecting the terms of this Agreement, they will work together to negotiate with each other in good faith, in consideration of their mutual interest, with the purpose of reaching a solution, which is beneficial for the parties. In the event negotiations fail, the parties agree to first seek mediation, through a qualified mediator selected jointly by the parties. Either party may terminate mediation at any

time. In the event the dispute is not resolved, either party may motion the Court governing this Agreement and the resulting decree of divorce or judgment for a decision regarding the disputed matter.

21. **FULL DISCLOSURE OF ASSETS AND LIABILITIES.** The parties hereby represent that they have each made full disclosure to the other party of their individual assets. Each represents that he or she has provided the other with a current financial statement which discloses fully and completely all of his or her income, assets, expenses and liabilities. By executing this Agreement, the parties represent that the terms and provisions of this Agreement are fair, just and reasonable and are not the product of fraud, coercion or undue influence and that each signs this Agreement freely and voluntarily.
22. **ADDITIONAL DOCUMENTS.** Each party agrees that he or she will sign and execute any additional documents that could be necessary to put into effect the intended purposes hereof. Each party shall execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require or find convenient, expedient, or businesslike for the purpose of giving full force and effect to the provisions of this Agreement, specifically including any deeds, affidavits, tax forms or other instruments required of one party to the other in order to pass good or merchantable title to any property owned by either party during the marital relationship.
23. **ATTORNEY'S FEES.** Each party is solely responsible for paying their respective attorney's fees and costs incurred in connection with this agreement's negotiation and preparation through a final dissolution of the marriage. Neither party will have any obligation whatsoever for any attorney's fees or costs incurred by the other.
24. **SUBMISSION OF AGREEMENT TO COURT.** The parties each agree that this Agreement shall be submitted to the Court for a judge's approval of the terms and incorporation in the Final Decree of Divorce.
25. **BINDING AGREEMENT.** This agreement shall be binding upon and shall inure to the respective heirs of the parties and their personal representatives of their estates.

By executing this agreement, I swear that to my knowledge the information contained herein is a full and complete disclosure and it is my intention that this Agreement is a full and final division of the property and debts involved in this marriage and that I am satisfied with the agreement contained herein.

Dated: _____

_____, _____,

STATE OF _____, ss:

COUNTY OF _____, ss:

Notary Public

Title (and Rank)

My commission expires _____

By executing this agreement, I swear that to my knowledge the information contained herein is a full and complete disclosure and it is my intention that this agreement is a full and final division of the property and debts involved in this marriage and that I am satisfied with the agreement contained herein.

Dated: _____

_____, _____,

STATE OF _____, ss:

COUNTY OF _____, ss:

Notary Public

Title (and Rank)

My commission expires _____

EXHIBIT A

STANDARD POSSESSION ORDER

Possession and Access

It is the policy of this state to encourage frequent and continuing contact between a child and each parent who has shown the ability to act in the best interest of the child; to provide a safe, stable, and nonviolent environment for the child; and to encourage parents to share in the rights and duties of raising their child after the parents have separated or dissolved their marriage.

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of Texas Family Code Chapter 153, Subchapter F. In this Visitation Order the term "child" includes each child who is a subject of this suit, whether one or more. In this Visitation Order "school" means the primary or secondary school in which the child is enrolled or, if the child is not enrolled in a primary or secondary school, the public school district in which the child primarily resides.

IT IS ORDERED and DECREED that _____ and _____ shall each comply with all the terms and conditions of this Visitation Order. IT IS ORDERED and DECREED that this Visitation Order is effective immediately and applies to all periods of possession occurring on and after the signing of this Visitation Order. The possession and access ordered herein applies to each child the subject of this suit while that child is under the age of 18 years and not otherwise emancipated.

IT IS ORDERED AND DECREED that _____ shall have possession of the child at all times not specifically awarded in this decree to _____ or otherwise mutually agreed by the parties. IT IS ORDERED AND DECREED that _____ shall have possession of the child at any and all times mutually agreed to in advance by the parties and, in the absence of mutual agreement, then under the specified terms set out in this possession order.

A. PARENTS WHO RESIDE 100 MILES OR LESS APART

- (a) If _____ resides 100 miles or less from the primary residence of the child, _____ shall have the right to possession of the child as follows:
 - (1) Weekends. On weekends beginning at 6:00 p.m. on the first, third and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.
 - (2) Weekend Possession Extended By Holiday. If a weekend period of possession of _____ coincides with a school holiday during the regular school term, or with a federal, state or local holiday during the summer months in which school is not in session, the weekend possession shall begin at 6:00 p.m. Thursday

for a Friday holiday or school holiday, and ending at 6:00 p.m. on a Monday holiday or school holiday;

- (3) Thursday. On Thursday of each week during the regular school term, beginning at 6:00 p.m., and ending at 8:00 p.m.
- (b) The following provisions govern possession of the child for vacations and certain holidays and supersede conflicting weekend or Thursday periods of possession. _____ and _____ shall have rights of possession of the child as follows:
- (1) Spring Vacation. _____ shall have possession of the child in even-numbered years beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation. _____ shall have possession for the same period in odd-numbered years.
- (2) Summer.
- (A) If _____ gives _____ written notice by April 1 of each year specifying an extended period or periods of summer possession, _____ shall have possession of the child for thirty (30) days beginning not earlier than the day after the child's school is dismissed for the summer vacation and ending not later than seven (7) days before school resumes at the end of the summer vacation, to be exercised in not more than two (2) separate periods of at least seven (7) consecutive days each.
- (B) If _____ does not give _____ written notice by April 1 of each year specifying an extended period or periods of summer possession, _____ shall have possession of the child for thirty (30) consecutive days beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.
- (C) If _____ gives _____ written notice by April 15 of each year, _____ shall have possession of the child on any one weekend beginning Friday at 6:00 p.m. and ending at 6:00 p.m. on the following Sunday during any one period of possession by _____ under Subdivisions (2)(A) or (2)(B), provided that _____ picks up the child from _____ and returns the child to that same place.
- (D) If _____ gives _____ written notice by April 15 of each year or gives _____ 14 days' written notice on or after April 16 of each year, _____ may designate one weekend beginning not earlier than the day after the child's school is dismissed for the summer vacation and ending not later than seven (7) days before school resumes at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by _____ will not take place, provided that the weekend so designated

does not interfere with _____'s period or periods of extended summer possession or with Father's Day weekend.

B. PARENTS WHO RESIDE OVER 100 MILES APART

If _____ resides more than 100 miles from the residence of the child, _____ shall have the right to possession of the child as follows:

- (a) Weekends. On weekends beginning at 6:00 p.m. on the first, third, and fifth Friday of each month and ending at 6:00 p.m. on the following Sunday.
- (b) Alternative Weekend Possession. In lieu of the foregoing, _____ shall have the right to possession of the child not more than one weekend per month of _____'s choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend. _____ may elect an option for this alternative period of possession by giving written notice to _____ within ninety (90) days after the parties begin to reside more than 100 miles apart. If POSSESSORY CUSTODIAN makes this election, _____ shall give _____ fourteen (14) days' written or telephonic notice preceding a designated weekend.
- (c) Weekend Possession Extended By Holiday. If a weekend period of possession of _____ coincides with a school holiday during the regular school term, or with a federal, state or local holiday during the summer months in which school is not in session, the weekend possession shall begin at 6:00 p.m. Thursday for a Friday holiday or school holiday and ending at 6:00 p.m. on a Monday holiday or school holiday.
- (d) Spring Vacation. Each year beginning at 6:00 p.m. on the day the child is dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.
- (e) Summer.
 - (1) If _____ gives _____ written notice by April 1 of each year specifying an extended period or periods of summer possession, _____ shall have possession of the child for 42 days beginning not earlier than the day after the child's school is dismissed for the summer vacation and ending not later than seven (7) days before school resumes at the end of the summer vacation, to be exercised in not more than two (2) separate periods of at least seven (7) consecutive days each.
 - (2) If _____ does not give _____ written notice by April 1 of each year specifying an extended period or periods of summer possession,

_____ shall have possession of the child for 42 consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27.

- (3) If _____ gives _____ written notice by April 15 of each year, _____ shall have possession of the child on any one weekend beginning Friday at 6:00 p.m. and ending at 6:00 p.m. on the following Sunday during any one period of possession by _____ under Subdivisions (e)(1) or (e)(2) provided that if a period of possession by _____ exceeds thirty (30) days, _____ may have possession of the child under the terms of this subdivision on any two (2) nonconsecutive weekends during that time period, and further provided that _____ picks up the child from _____ and returns the child to that same place.
- (4) If _____ gives _____ written notice by April 15 of each year, _____ may designate 21 days beginning not earlier than the day after the child's school is dismissed for the summer vacation and ending not later than seven (7) days before school resumes at the end of the summer vacation, to be exercised in not more than two (2) separate periods of at least seven (7) consecutive days each, during which _____ may not have possession of the child, provided that the period or periods so designated do not interfere with _____'s period or periods of extended summer possession or with Father's Day weekend.

C. HOLIDAY POSSESSION

The following provisions govern possession of the child for certain specific holidays and supersede conflicting weekend or Thursday periods of possession without regard to the distance the parents reside apart. _____ and _____ shall have rights of possession of the child as follows:

(a) Christmas.

- (1) _____ shall have possession of the child in even-numbered years beginning at 6:00 p.m. on the day the child is dismissed from school for the Christmas school vacation and ending at noon on December 26. _____ shall have possession for the same period in odd-numbered years.

- (2) _____ shall have possession of the child in odd-numbered years beginning at noon on December 26 and ending at 6:00 p.m. on the day before school resumes after that vacation. _____ shall have possession for the same period in even-numbered years.

- (b) Thanksgiving. _____ shall have possession of the child in odd-numbered years beginning at 6:00 p.m. on the day the child is dismissed from

school for the Thanksgiving holiday and ending at 6:00 p.m. on the Sunday following Thanksgiving. _____ shall have possession for the same period in even-numbered years.

- (c) Child's Birthday. The parent not otherwise entitled under this standard order to present possession of a child on the child's birthday shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day, provided that said parent picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.
- (d) Father's Day Weekend. _____ shall have possession of the child beginning at 6:00 p.m. on the Friday preceding Father's Day and ending on Father's Day at 6:00 p.m., provided that, if (s)he is not otherwise entitled under this standard order to present possession of the child, (s)he picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.
- (e) Mother's Day Weekend. _____ shall have possession of the child beginning at 6:00 p.m. on the Friday preceding Mother's Day and ending on Mother's Day at 6:00 p.m., provided that, if (s)he is not otherwise entitled under this standard order to present possession of the child, (s)he picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.

D. GENERAL TERMS AND CONDITIONS

Without regard to the distance between the residence of the parent and the child:

- (a) _____ shall surrender the child to POSSESSORY CUSTODIAN at the beginning of each period of _____'s possession at the residence of _____.
- (b) _____ shall:

Surrender the child to _____ at the end of each period of possession at the residence of _____.

Return the child to the residence of _____ at the end of each period of possession. _____ shall surrender the child to _____ at the end of each period of possession at the residence of _____ if _____'s county of residence remains the same after the rendition of this order, and _____'s county of residence changes, effective on the date of the change of domicile by _____. _____ and _____ lived in the same residence at any time during a six-month period preceding the date on which a suit for dissolution of the marriage was filed and _____'s county of residence remains the same and _____'s county of

residence changes after they no longer live in the same residence, effective on the date the order is rendered.

- (c) Each conservator shall return with the child the personal effects that the child brought at the beginning of the period of possession.
- (d) Either parent may designate any competent adult to pick up and return the child, as applicable. A parent or a designated competent adult shall be present when the child is picked up or returned.
- (e) A conservator shall give notice to the person in possession of the child on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period. Repeated failure of a parent to give notice of an inability to exercise possessory rights may be considered as a factor in a modification of those possessory rights.
- (f) Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.