District Court _____ County, Colorado Court Address: In re the Marriage of: Petitioner: and Co-Petitioner/Respondent:	▲ **COURT USE ONLY** ▲
Attorney or Party Without Attorney (Name and Address): Phone Number: E-mail: FAX Number: Atty. Reg. #:	Case Number: Division Courtroom
SEPARATION AGREEMENT (MARRIAGE)	

To promote the amicable settlement of disputes among parties, parties getting a divorce (dissolution of marriage) or legal separation may enter into a written separation agreement containing provisions for maintenance (spousal support) for either party and for the disposition of property and debt. The Court must follow the separation agreement as it pertains to the parties themselves and to property, unless the Court finds the agreement unconscionable, in which case it may order the parties to submit a revised agreement.

You may use this form as a separation agreement to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include notarized signatures.**

This is a:

❑ **Full Agreement** (We agree to everything and this Agreement is signed by both parties)

❑ **Partial Agreement** (We agree to some things and this Agreement is signed by both parties)

❑ **No Agreement** (Prepared by signer and mailed to the other party)

If this is a partial Agreement or the Agreement was prepared by one party, please complete and file with the Court **JDF 1129 - Pretrial Statement** to identify issues that you have not agreed on. **This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.**

Section 1: Assets

You **must** list all assets as identified on the Sworn Financial Statement (JDF 1111). If you do not own any assets within the category identified, please check the appropriate box. If you do own the asset, please identify who will have possession of the asset and who will be responsible for any obligations for the asset, if applicable.

It is important to remember that it is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institutions, insurance companies, etc. of any changes.

Petitioner ("P") throughout this Agreement means and refers to _____ (name).
Co-Petitioner/Respondent ("R" or Co-Pet./Resp.) throughout this Agreement means and refers to

_____ (name.)

A. Real Estate (Check all that apply.)

❑The parties do not own any Real Estate.

❑The parties agree to the following terms relating to all Real Estate owned.

Identify address	Party who will take ownership and title.		Party who will assume all obligations. (Mortgage, Taxes, Insurance)		
	P	R	P	R	Both (indicate %)
	❑	❑	❑	❑	P ____% R____%
	❑	❑	❑	❑	P ____% R____%

❑The parties agree to sell the Real Estate. Any proceeds or monies owed following the sale with be divided to the parties as follows: Petitioner: $ _____ or _____% and Co-Pet/Resp: $_____ or _____%.

❑The parties agree to prepare documents (e.g. Quit Claim Deed) to transfer title by _____ (date).

❑The party who will take ownership and title of the property

❑will have _____months from _____ (date) or

❑will have until _____ (date) to refinance the loan and remove the other spouse from the debt.

❑The parties agree to an equity payout.

The ❑Petitioner ❑Co-Pet/Resp. will pay $ _____ to the ❑Petitioner ❑Co-Pet/Resp. by _____ (date).

❑The parties have already transferred title and have notified the lender of the change in ownership per this agreement.

❑Other:

_____

_____

_____

_____

B. Motor Vehicles and/or Recreation Vehicles (Check all that apply.)

❑The parties do not own any Motor Vehicles and/or Recreation Vehicles.

❑The parties agree to the following terms relating to all Motor Vehicles & Recreation Vehicles owned.

Identify type				Party who will take ownership and title.		Party who will assume all obligations. (Loan Payment, Registration, Insurance)		
Year	Make	Model	VIN#	P	R	P	R	Both (indicate %)
				❑	❑	❑	❑	P ____% R____%
				❑	❑	❑	❑	P ____% R____%
				❑	❑	❑	❑	P ____% R____%
				❑	❑	❑	❑	P ____% R____%
				❑	❑	❑	❑	P ____% R____%

❑The parties agree to sign over the respective title of each vehicle by _____ (date).
❑The party who will take ownership and title of the vehicles
❑will have _____months from _____ (date) or
❑will have until _____ (date) to refinance the loan and remove the other spouse from the debt.
❑The parties have already transferred title per this agreement.
❑Other:

_____

_____

_____

C. Cash on Hand, Bank, Checking, and Savings Accounts (Check all that apply.)

❑The parties do not have any accounts.
❑The parties agree to the following terms relating to all accounts.

Identify Name of Bank or Financial Institution	Identify Type of Bank Account	Distribution of each account.		
		P = 100%	R = 100%	Both (indicate %)
		❑	❑	P ____% R____%
		❑	❑	P ____% R____%
		❑	❑	P ____% R____%
		❑	❑	P ____% R____%
		❑	❑	P ____% R____%

❑The parties agree to divide/transfer the funds by _____ (date).
❑The parties have already divided/transferred the funds per this agreement.
❑Other:

_____

_____

_____

D. Life Insurance (Check all that apply.)

❑The parties do not have life insurance.
❑The parties agree to the following terms relating to all life insurance accounts.

❑Neither party will be required to carry life insurance on his/her life.
or
❑The Petitioner will carry life insurance on his/her life in the amount of $ _____
with _____ (name of spouse) as beneficiary
❑for _____ (years/months) or ❑until _____ (specific date)
and/or
❑The Co/Petitioner/Respondent will carry life insurance on his/her life in the amount of $ _____
with _____ (name of spouse) as beneficiary

❑for _____ (years/months) or ❑until _____ (specific date)
❑Other:

_____

_____

_____

_____

E. Furniture, Household Goods, and Other Personal Property (Check all that apply.)

❑The parties do not have any assets in this category.
❑The parties have divided the furniture, household goods, and other personal property and are satisfied with the division.
❑The parties agree to the following terms relating to all furniture, household goods and other personal property.

Identify Items	P	R	Identify Items	P	R
	❑	❑		❑	❑
	❑	❑		❑	❑
	❑	❑		❑	❑
	❑	❑		❑	❑
	❑	❑		❑	❑
	❑	❑		❑	❑

❑The parties agree to divide the furniture, household goods, and other personal property by _____ (date).
❑Other:

_____

_____

_____

F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts (Check all that apply.)

❑The parties do not have any accounts.
❑The parties agree to the following terms relating to all accounts.

Identify name of Stock, Bond, Mutual Fund, etc.	Distribution of Funds, Shares, etc.		
	P = 100%	R = 100%	Both (indicate %)
	❑	❑	P _____% R_____%
	❑	❑	P _____% R_____%
	❑	❑	P _____% R_____%

❑The parties agree to divide/transfer the funds by _____ (date).
❑The parties have already divided/transferred the funds per this agreement.

❑Other:

_____

_____

_____

_____

G. Pension, Profit Sharing or Retirement Funds (Check all that apply.)

❑The parties do not have any funds.

❑The parties agree to the following terms relating to all retirement accounts.

Identify type of Pension, Profit Sharing or Retirement Fund	Distribution of Funds, Shares, etc. within the various accounts.		
	P = 100%	R = 100%	Both (indicate %)
	❑	❑	P _____% R_____%
	❑	❑	P _____% R_____%
	❑	❑	P _____% R_____%

❑The parties agree to divide/transfer the funds by _____ (date).

❑The parties have already divided/transferred the funds per this agreement.

The ❑Petitioner ❑Co-Petitioner/Respondent is responsible for preparing and submitting a Qualified Domestic Relations Order (QDRO) by contacting their fund provider or an attorney by _____ (date).

The cost to prepare the QDRO will be paid as follows: Petitioner: _____% and Co-Petitioner/Respondent: _____%. ***Note: A QDRO is necessary in order for the division of the retirement plan to be completed. Without a QDRO, plans will not be divided regardless of the parties' agreement identified within this form.***

❑Other:

_____

_____

_____

H. Miscellaneous Assets (When completing this section, please consider items identified on the Sworn Financial Statement under "Miscellaneous Assets" and "Separate Property".)

❑The parties do not have any assets in this category.

❑The parties agree to the following terms relating to all miscellaneous assets listed below.

Identify Items	P	R	Identify Items	P	R
	❑	❑		❑	❑
	❑	❑		❑	❑
	❑	❑		❑	❑
	❑	❑		❑	❑
	❑	❑		❑	❑

❑The parties agree to divide the various assets listed above by _____ (date).

❑The parties have already divided the various assets listed above per this agreement.

❑Other:

_____

_____

_____

_____

Section 2: Debts

❑The parties do not have any debt.

❑The parties agree to the following terms relating to all debt and the party responsible for the debt will indemnify and hold the other party harmless.

Identify Name of Creditor	Date of Balance	Balance	Party Responsible for future payments.		
			P	R	Both (indicate %)
		$	❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
			❑	❑	P _____% R_____%
Total debt to be assumed by Petitioner		$	**P ____%**		
Total debt to be assumed by Co-Pet/Resp.		$	**R____%**		

Section 3: Taxes

❑The parties will file a ❑joint ❑separate ❑married filing separately tax return for _____ (identify tax year(s)).

❑State and Federal refunds and/or money owed will be allocated as follows: Petitioner: _____% and Co-Petitioner/Respondent: _____%.

❑Other:

_____

_____

_____

_____

Section 4: Maintenance (Spousal/Partner Support)

❑Both parties acknowledge that they have reviewed the maintenance guidelines contained in §14-10-114, C.R.S.

❑Both parties forever waive their right to receive maintenance. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.

❑Both parties agree to the terms of the following Maintenance Agreement:

1. ❑Petitioner ❑Co-Petitioner/Respondent shall pay maintenance to the ❑Petitioner ❑Co-Petitioner/Respondent.
2. The Payments will be ❑weekly ❑bi-weekly ❑twice a month ❑monthly in the amount of $ _____.
3. Payments will begin on _____ (date) and will end on _____ (date), or until the Court modifies this Order pursuant to §14-10-122, C.R.S.
4. The parties agree on one of the following terms:

   ❑The terms of this Maintenance Agreement are contractual in nature and should not be modified in the future.

   OR

   ❑The following terms of the Maintenance Agreement are modifiable by the Court pursuant to § 14-10-122, C.R.S:

   ❑The amount of the maintenance payments; and/or

   ❑The amount of time that the maintenance shall be paid.

5. Maintenance shall be paid: (check one)

   ❑To the Family Support Registry (FSR) along with child support, P. O. Box 2171, Denver, CO 80201-2171.

   ❑Directly to the ❑Petitioner ❑Co-Petitioner/Respondent.

   ❑Other:

   _____

   _____

   _____

Section 5: Other Terms

Identify below any agreements not identified in Sections 1 – 4.

_____

_____

_____

_____

_____

_____

Important Information - Please Read

- **Change of title does not end the obligation you may have to notify the financial institution. Court approval of any provision to remove either party from a loan does not require the lender to actually release the party from the commitment.**
- **It is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institution, insurance companies, etc. of any changes.**
- **Joint debt of any kind, for example mortgage, cars, credit cards, remain joint until paid in full or refinanced. Joint credit cards should be destroyed and individual credit cards issued to each spouse to avoid future liability.**

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. A party may also ask the Court for sanctions for the other party's refusal to follow this Order.

Please re-read this document carefully to make sure it accurately reflects your agreement. This document includes all agreed upon terms and your signature below indicates that you have read and agree with all terms identified within this agreement. This document should be signed in the presence of a notary public or court clerk.

_____	_____
Petitioner's Signature Date	❑ Co-Petitioner's ❑ Respondent's Signature Date
_____	_____
Signature of Attorney, if applicable Date	Signature of Attorney, if applicable Date
_____	_____
Petitioner's Address	Co-Petitioner/Respondent's Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
(Area Code) Home Telephone Number	(Area Code) Home Telephone Number
_____	_____
(Area Code) Work Telephone Number	(Area Code) Work Telephone Number

Subscribed and affirmed, or sworn to before me in the County of _____, State of _____, this _____ day of _____, 20 ____.	Subscribed and affirmed, or sworn to before me in the County of _____, State of _____, this _____ day of _____, 20 ____.
My Commission Expires: _____	My Commission Expires: _____
_____	_____
Notary Public/Clerk	Notary Public/Clerk

IF ONLY ONE PARTY SIGNS THE SEPARATION AGREEMENT,
COMPLETE THE CERTIFICATE OF SERVICE BELOW.

CERTIFICATE OF SERVICE

I certify that on _____ (date), a true and accurate copy of the ***SEPARATION AGREEMENT (MARRIAGE)*** was served on the other party by:

❑Hand Delivery, ❑E-filed, ❑Faxed to this number: _____, **or**

❑By placing it in the United States mail, postage pre-paid, and addressed to the following:

To: _____

_____

_____

_____
Your signature