Pre-Divorce Agreement

Pre-Divorce Agreement _____, referred to herein as HUSBAND and _____, referred to as WIFE, agree: The parties were lawfully married on _____ at _____, _____. Difficulties have occurred between the parties, and they have agreed to live separate and apart. The parties nevertheless desire to resolve certain issues and consequently, have entered into this agreement. The parties have ___ children born of this marriage, named: _____ born, _____, respectively. The parties have made a complete disclosure to one another of financial matters and each is satisfied that they have had sufficient disclosure of the parties individual and joint finances. The parties have each been advised by advisors of their own choice regarding their legal rights and any disclosures made herein. The husband shall assume the following debts, and hold the wife harmless from the same: _____ The wife shall assume the following debts, and hold the husband harmless from the same: _____ Neither party shall incur any further debts which may result in joint liability. In the event that either party incurs a debt on joint credit of the parties, they shall be responsible for the same. As child support, HUSBAND shall pay support weekly the sum of $ ____ (_____&___/100 dollars). The HUSBAND shall maintain _____ insurance for the benefit of _____. Personal property of the parties shall be divided as follows: The HUSBAND shall have the following property: _____ The WIFE shall have the following property: _____ If any debts are associated with the items of property divided herein, the party receiving the same shall assume the debt and hold the other party harmless from such debts. Any property not specifically divided herein shall be subject to distribution at a later time. The _____ shall have temporary possession of the residence owned by the parties located at _____. Expenses related to the residence shall be borne by the parties as follows: Husband: _____ Wife: _____ The parties agree that this agreement is intended to be a final disposition of the matters agreed upon herein. This agreement may be introduced into evidence and incorporated in a final decree of dissolution of marriage. In the event that any disputes occur regarding this agreement the prevailing party shall be entitled to reasonable counsel fees regarding such enforcement. THIS IS A LEGALLY ENFORCEABLE AGREEMENT. READ CAREFULLY AND OBTAIN LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT. Dated: _____

_____ _____,
HUSBAND _____
_____, WIFE Witnesses as to HUSBAND:
_____
_____ Witnesses as to WIFE:
_____
_____ **Pre-Divorce Agreement Review List** This review list is provided to inform you about this document in question and assist you in its preparation. Pre-divorce agreements can save a ton of time, money, and emotional pain. The paying party needs the time and emotional freedom to earn the money to fund the agreement. This is a factor often misunderstood by the receiving party. Lawyers can easily fan the flames and consume the family assets in a fight or worse yet, a war, over what there is. If one party or the other has not provided clear and complete disclosure of assets, then that part of the agreement can be challenged easily—and overturned frequently—while leaving the rest in place so the parties can get on with their future life and responsibilities. 1. Make multiple copies. Get multiple witnesses. Hold firm to the agreement should lawyers arise on the other side. The more aggressive the lawyer on the other side, the wiser it is to hang on to this agreement.