

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____

Email Address _____
WIFE, CO-PETITIONER

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____

Email Address _____
HUSBAND, CO-PETITIONER

**MONTANA FOURTH JUDICIAL DISTRICT COURT
MISSOULA COUNTY**

<p>In re the Marriage of:</p> <p>_____,</p> <p style="text-align: center;">Co-Petitioner,</p> <p>and</p> <p>_____,</p> <p style="text-align: center;">Co-Petitioner.</p>	<p>Cause No.: _____</p> <p>Department No. _____</p> <p>MARITAL AND PROPERTY SETTLEMENT AGREEMENT</p>
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THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between _____, hereinafter referred to as "Wife" and _____, hereinafter referred to as "Husband,"

RECITALS

- A. Wife and Husband were married on _____, in _____ County, _____.
- B. No children have been born as a result of this marriage.

C. Wife is not pregnant.

EXHIBIT A

D. The parties' marriage is irretrievably broken in that there is serious marital discord which adversely affects the attitude of one or both of the parties toward the marriage, and there is no reasonable prospect of reconciliation. Wife and Husband stipulate, through this Agreement, to a just settlement of their respective property rights, marital liabilities, and their respective rights, duties and obligations arising out of the dissolution of their marriage.

E. Wife has been represented by _____.
 Husband has been represented by _____.
 Wife Husband has/have not been formally represented by an attorney.

AGREEMENT

For and in consideration of the mutual covenants contained herein, Wife and Husband agree as follows:

1. **DIVISION OF ASSETS.** Property belonging to the parties on the date of marriage shall remain their separate property. The parties acknowledge that they have acquired or maintained various items of personal and intangible property during the course of their marriage which has been equitably distributed between them. Each party shall retain ownership and possession of the personal property items in their separate possession and shall assume the debt against those personal property items. The equitable division of the assets and liabilities is as follows:

WIFE - ASSETS

<u>Description</u>	<u>Value</u>
A. _____	_____
B. _____	_____
C. _____	_____
D. _____	_____
E. _____	_____
F. _____	_____
G. _____	_____
H. _____	_____
I. _____	_____
J. _____	_____
K. _____	_____
TOTAL ASSETS	\$ _____

HUSBAND - ASSETS

<u>Description</u>	<u>Value</u>
A. _____	_____
B. _____	_____
C. _____	_____

D.	_____	_____
E.	_____	_____
F.	_____	_____
G.	_____	_____
H.	_____	_____
I.	_____	_____
J.	_____	_____
K.	_____	_____
TOTAL ASSETS		\$ _____

WIFE - LIABILITIES

<u>Description</u>	<u>Amount</u>
A.	_____
B.	_____
C.	_____
D.	_____
E.	_____
F.	_____
G.	_____
H.	_____
I.	_____
TOTAL LIABILITIES	\$ _____

HUSBAND - LIABILITIES

<u>Description</u>	<u>Amount</u>
A.	_____
B.	_____
C.	_____
D.	_____
E.	_____
F.	_____
G.	_____
H.	_____
I.	_____
TOTAL LIABILITIES	\$ _____

Special Arrangements / Agreements: _____

2. **APPORTIONMENT OF LIABILITIES.** Unless otherwise specified, each party agrees to be solely responsible for the liabilities associated with each asset awarded to such party as provided in Section 1 hereof and any other debt in their separate names.
3. **FULL DISCLOSURE AND WAIVER OF FORMAL DISCOVERY.** The parties have accurately, fully, and completely disclosed to each other all income, assets, and liabilities of which they are aware. The property referred to in this Agreement represents all of the property in which either party has an interest.
4. **MAINTENANCE.** The parties waive any right to maintenance.
5. **ATTORNEY'S FEES.** Each party shall remain solely liable for all attorney's fees and costs incurred by that party in connection with the summary dissolution proceedings, through the date of entry of a Decree of Dissolution approving this Agreement. Although a summary dissolution is not subject to appeal, either party may seek court action to enforce, modify or interpret provisions of this Agreement.
6. **MUTUAL RELEASE.** In consideration of the execution of this Agreement and its terms and conditions, each party releases and forever discharges the other party, his or her personal representatives and assigns, from any and all rights, claim, demand, or obligation at any time hereafter for any purpose. Each of the parties waives all rights of inheritance in the estate of the other and any right to act as personal representative of the will or estate of the other party. Each of the parties hereby waives the right to claim or receive any family allowance, exempt property allowance or homestead allowance from the estate of the other party. Each party waives any and all additional rights which he or she has or may have by reason of the parties' marriage, including rights of dower and curtsy, except as otherwise specifically provided herein.
7. **ENFORCEMENT OF AGREEMENT.** This Agreement shall be made an integral part of any Decree of Dissolution of marriage of the parties, and shall be enforceable through execution, contempt citation, or any other remedy or procedure provided by law.
8. **FUTURE INSTRUMENTS.** Each party has executed any and all documents which are now necessary or which may become necessary in the future to carry into full force and effect the terms and conditions of this Agreement.
9. **VOLUNTARY AGREEMENT.** This Agreement is voluntary. Each party has read and approved the same in its entirety. Neither party is acting under duress, menace, fraud, or undue influence in the execution of this Agreement.
10. **MODIFICATION.** Except as provided under Montana law, this Agreement, and the Decree of Dissolution to be entered in conformity herewith, may not be modified or amended without the express written consent, duly executed, of both parties.
11. **ENTIRE UNDERSTANDING.** This Agreement contains the entire understanding of the parties. There are no promises, understandings, agreements, or representations between the parties other

than those expressly set forth in this Agreement.

- 12. **BINDING NATURE OF AGREEMENT.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, executors, administrators, personal representatives, and assigns of the parties.

CONSENT TO ENTRY OF DECREE: Both parties consent to the entry of the Decree of Dissolution by the Fourth Judicial District Court, Missoula County, Missoula, Montana.

EFFECTIVE DATE. This Agreement shall become effective and enforceable immediately upon the execution hereof by both parties.

DATE Co-Petitioner, Wife

STATE OF MONTANA)
:ss
COUNTY OF MISSOULA)

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____.

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My Commission Expires: _____

DATE Co-Petitioner, Husband

STATE OF MONTANA)
:ss
COUNTY OF MISSOULA)

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____.

Notary Public for the State of Montana
Printed Name: _____
Residing at: _____
My Commission Expires: _____