

APPENDIX M

SEPARATION AGREEMENT WORKSHEET

FOR OFFICIAL USE ONLY – PRIVACY ACT SENSITIVE. Any misuse or unauthorized disclosure may result in both civil and criminal penalties.

PRIVACY ACT STATEMENT: AUTHORITY 5 USC 301, Departmental Regulations; 10 USC 1044. **SYSTEM OF RECORDS NOTICE:** MJA00002. **ROUTINE USE(S):** Information provided is used to provide an administrative record for use by attorneys and clerical personnel directly involved in providing legal assistance, to manage internal counsel assignment, and for internal management of the office, to include generating periodic workload productivity and statistical reports.

MANDATORY/VOLUNTARY DISCLOSURE CONSEQUENCES OF REFUSAL TO DISCLOSE: Disclosure of requested information is voluntary, but failure to provide such information may limit the Legal Assistance Office's ability to provide assistance.

This WORKSHEET information will be used by a legal assistance attorney to draft a Separation Agreement and/or Property Settlement and other Dissolution (Divorce) documents. If you have questions arising from the worksheet call the Legal Assistance Office at DSN 645 - 1037. If a question does not apply, please indicate N/A for "not applicable." **IT IS VITAL THAT THIS WORKSHEET BE COMPLETED ACCURATELY.** Please type or print NEATLY. Use black ink and answer all sections. Any discrepancies will cause delays. **THIS WORKSHEET IS NOT A BINDING AGREEMENT BETWEEN SPOUSES EVEN IF IT IS SIGNED BY BOTH PARTIES. THE RESULTING SIGNED SEPARATION AGREEMENT WILL BE BINDING.**

Military Personnel: A Separation Agreement PREPARED BY A LEGAL ASSISTANCE OFFICE IS NOT A COURT ORDER and does not mean you are free to engage in extra-marital sexual relations. Be aware that Article 134, UCMJ, applies. Only a court can terminate your marriage.

TYPE OF SERVICES SOUGHT:

☐ SEPARATION ☐ DISSOLUTION (DIVORCE)

Who will file? ☐ HUSBAND ☐ WIFE

CLIENT INFORMATION:

CLIENT: ☐ HUSBAND ☐ WIFE

DATE CLIENT EXPECTED TO LEAVE THIS AREA: _____

Is the opposite party represented by legal counsel?

☐ No ☐ I do not know

☐ Yes (Name/Firm: _____)

PERSONAL INFORMATION

A. HUSBAND

1. Personal Information

Full name: _____
(First) (Middle) (Last)

Telephone: Home _____ Work _____

DoD ID EDIPI _____ Date of Birth (MM/DD/YYYY): _____

Residence (where you are **physically living now**):

(Number, Street, Apt.)

(City, State) (Zip Code)

Residency began (MM/DD/YYYY): _____

State of legal domicile (the place you consider your **PERMANENT HOME**): _____

2. Employment

Active duty military? ☐ Yes; rank: _____ ☐ No

a. Unit name: _____

b. EAS: _____

c. Total service time: Years _____ Months _____

Occupation: _____

Work Address: _____
(Unit, Business Name, etc.) **NO ABBREVIATIONS**

(Number, Street, Apt.)

(City, State) (Zip Code)

Gross monthly income: _____

Estimated value of assets: _____

B. WIFE

1. Personal Information

Full name: _____
(First) (Middle) (Last)

Maiden name: _____

Telephone: Home _____ Work _____

DoD ID EDIPI _____ Date of Birth (MM/DD/YYYY): _____

Residence (where you are **physically living now**):

(Number, Street, Apt.)

(City, State) (Zip Code)

Residency began (MM/DD/YYYY): _____

State of legal domicile (the place you consider your **PERMANENT HOME**): _____

2. Employment

Active duty military? ☐ Yes; rank: _____ ☐ No

a. Unit name: _____

b. EAS: _____

c. Total service time: Years _____ Months _____

Work Address: _____
(Unit, Business Name, etc.) **NO ABBREVIATIONS**

(Number, Street, Apt.)

(City, State) (Zip Code)

Gross monthly income: _____

Estimated value of assets: _____

MARRIAGE & SEPARATION

MARRIAGE:

- A. Date of marriage (MM/DD/YYYY): _____
- B. Place of marriage: _____
(City) (County) (State)
- C. Total time married: Years _____ Months _____
- D. If you have a prenuptial agreement, date when it was signed: (MM/DD/YYYY) _____

BANKRUPTCY: Has either party previously filed for bankruptcy? ☐ Yes ☐ No

If YES, explain when and where you filed and the type of bankruptcy: _____

SEPARATION:

(States have different residency requirements and periods of separation required prior to filing - discuss this with your attorney)

A. This is the date the parties separated with the intent never to resume the marital relationship. This date has important implications regarding the accumulation of marital property and marital debt.

Date of separation (MM/DD/YYYY): _____

The date of separation is the date you **PHYSICALLY** began living apart with the intent to separate.
(* Note – Some states have “legal” separations via court order – specify jurisdiction/date)

B. The address where you and your spouse last lived together as Husband and Wife

Was the residence ☐ owned by both of you
☐ owned by the Husband
☐ owned by the Wife
☐ rented

The residence will be the residence of ☐ the **HUSBAND** ☐ the **WIFE** ☐ **NEITHER**

SPOUSAL SUPPORT

Spousal support is an amount of money paid to one party for temporary support in his or her own right. It is not considered part of child support. NOTE: Due to changes in tax law, alimony will no longer be tax deductible.

A. Maintenance Payments:

☐ Waived by both parties (SKIP THIS SECTION).

☐ _____ to pay specific amounts to _____:

Amount to be paid per month: \$ _____

Date payment begins: (MM/DD/YYYY) _____

Payments are due: ☐ 1st ☐ 15th ☐ 30th ☐ Other _____

B. Termination of maintenance payments:

☐ Support payments to terminate on remarriage of party receiving support or death of either party

☐ Support to terminate upon remarriage of party receiving support or death of either party or on (date MM/DD/YYYY) _____ whichever occurs first

☐ Other: _____

C. Maintenance payment increases.

Are maintenance payments to increase with an escalator clause? ☐ Yes ☐ No

If YES, maintenance payments are to increase with: ☐ Consumer Price Index (CPI) escalator

☐ ___ Net or ___ Gross pay escalator

☐ Flat-rate escalator: INDICATE rate _____

ATTORNEY ONLY:

Payments to be made by: ☐ wage assignment ☐ money order ☐ check ☐ direct deposit ☐ military allotment

Does the amount of maintenance derive from the presumptive amount determined by the state's maintenance guidelines? ☐ Yes ☐ No

If yes, should the agreement contain an explanation as to why it derives? ☐ Yes ☐ No

Explanation: _____

Can the provision on maintenance be modified by a court? ☐ Yes ☐ No

CHILD CUSTODY, CHILD SUPPORT, CHILD VISITATION

Are there children born and/or adopted of this marriage? ☐ Yes ☐ No (IF "NO" SKIP TO NEXT SECTION)

Complete this section for each natural child born of the marriage and/or adopted during the marriage.

CHILD'S FULL NAME	DOB (YYYY/MM/DD)	AGE	CITY/STATE OF BIRTH	SEX
				M/F
				M/F
				M/F
				M/F

Is the wife currently pregnant? ☐ Yes; expected due date (YYYYMMDD): _____
☐ No

CHILD CUSTODY:

You can choose between **joint legal custody** (one parent has primary physical custody, but both parents have an equal voice in major life decisions) or **sole legal custody** (the "custodial parent" has full-time physical and legal custody of the children, and the "non-custodial parent" usually receives visitation rights).

☐ **Joint Legal Custody:** One parent has primary physical custody, but both parents have an equal voice in major life decisions. Please indicate below the type of custody arrangement both parties desire:

() Joint Legal with the children's residence with the **WIFE**

() Joint Legal with the children's residence with the **HUSBAND**

☐ **Sole Custody.** The "custodial parent" has full-time physical and legal custody of the children. The "non-custodial parent" normally receives visitation rights.

() Sole physical and legal custody to the **WIFE**

() Sole physical and legal custody to the **HUSBAND**

Should the separation agreement recite that upon the death of the custodial parent, the non-custodial parent shall have custody? ☐ Yes ☐ No

CHILD SUPPORT:

Support payments, in most states, are controlled by State Child Support Standards or Guidelines. Support agreements below the minimum level may be invalidated by a court. A court may increase the obligation to the minimum level based on the income/salaries of the parties.

Child support is normally paid by the non-custodial spouse.

Every military member is required to support his or her lawful family members. A support obligation established in a divorce or legal separation is legal, binding, and enforceable. Any amount agreed upon by the parties in a signed separation agreement will be binding during the period of separation. Each party should talk to an attorney about how much support should be paid during the separation period.

A. **Party to PAY child support:** ☐ HUSBAND ☐ WIFE ☐ NEITHER

B. **Party to RECEIVE child support:** ☐ HUSBAND ☐ WIFE ☐ NEITHER

C. **Monthly support per child:**

The monthly child support to be paid by the non-custodial parent to the custodial parent each month for each child:

\$ _____ per month for **EACH** child

D. **Total monthly support for all children:**

The total monthly child support payment for all children: \$ _____ per month for **ALL** children.

E. **Schedule of child support payments:**

Will begin on: (MM/DD/YYYY) _____

Payments are due: ☐ 1st ☐ 15th ☐ 30th ☐ Other: _____ day of each month

ATTORNEY ONLY:

Payments to be made by: ☐ wage assignment ☐ money order ☐ check ☐ direct deposit ☐ military allotment
Payments to be made : ☐ Directly to the custodial parent ☐ Through a state Child Support Enforcement Office

F. **Termination of child support payments:**

Normally child support obligations end when one of the following occurs: the child dies; the child reaches age 18 (or age 22 as long as the child enters and continues to attend college); the child marries; or the child is otherwise emancipated. **WIFE** and **HUSBAND** can agree whether to extend payments, for example, to cover college expenses.

☐ Support will terminate upon a child's death, marriage, emancipation, or upon the attainment of the age of 18 years by the child.

☐ Support will terminate upon a child's death, marriage, emancipation, or upon the attainment of the age of 18 years by the child or _____ years, if the child enters and continues to attend college.

☐ Support will terminate upon a child's death, marriage, emancipation, or upon the attainment of the age of _____ years by the child.

☐ Other: _____

G. Child support payment increases.

Are child support payments to increase with an escalator clause? ☐ Yes ☐ No

If YES, support payments are to increase with: ☐ Consumer Price Index (CPI) escalator
☐ ___ Net or ___ Gross pay escalator
☐ Flat-rate escalator: INDICATE rate _____

H. Payments for college:

- ☐ Neither party will be responsible for payments for college
- ☐ Both **HUSBAND** and **WIFE** will share college expenses equally
- ☐ Child support obligor to pay all of the college expenses

College expenses to include the following: ☐ Books ☐ Room and Board ☐ Tuition ☐ Fees
Length of obligation to pay college expenses: ☐ Eight college semesters
☐ Age: 22 (or) ___ Age:
☐ Four years

Payment of college expenses (___) WILL (___) WILL NOT be conditioned on the child's full-time attendance at a college approved by the (___) **PAYOR** (___) **BOTH HUSBAND AND WIFE**.

I. Child care expenses:

The total monthly child care expenses for each child is: \$ _____ and the total per month for **ALL** children is \$ _____. The Husband shall pay \$ _____ per month toward to the total child care expenses and the Wife shall pay \$ _____ per month.

ATTORNEY ONLY:

Does the amount of child support derive from the presumptive amount determined by the state's child support guidelines? ☐ Yes ☐ No

If yes, should the agreement contain an explanation? ☐ Yes ☐ No

Explanation: _____

Can the parties seek to modify child support in the future? ☐ They explicitly can ☐ They explicitly cannot
☐ The agreement is to be silent about modification

CHILD VISITATION:

- A. Visitation rights to be given to: ☐ **HUSBAND**
☐ **WIFE**
☐ Neither. Waived by _____

B. Schedule of Visitation:

- ☐ **Reasonable** visitation (no specific schedule of visitation)

Additional conditions (optional): _____

(SKIP TO C.)

OR

- ☐ According to a **specific schedule (SPECIFY BELOW)**

1. Weekday visitation: ☐ No ☐ Yes; until what time?: _____

Conditions: (Advance notice, site, etc.) _____

2. Weekend visitation: ☐ No ☐ Yes (choose below)

☐ Every weekend (both Sat and Sun)

☐ Every other weekend (both Sat and Sun)

☐ Every weekend (either Sat or Sun)

☐ Every other weekend (either Sat or Sun)

☐ Other: _____

☐ One (1) weekend per month

Weekend is from (time) ____:____ on (day) _____

until (time) ____:____ on (day) _____

Conditions: (Advance notice, site, etc.) _____

3. Holiday Visitation: ☐ No ☐ Yes; the non-custodial parent will have the following holiday visitation rights:

☐ Christmas: even or odd years

☐ Thanksgiving: even or odd years

☐ Spring vacation: even or odd years

☐ Other Holidays (identify Holiday and indicate period of time with each parent): _____

4. Summer Visitation: ☐ No ☐ Yes **If YES, number of:**

days _____ weeks _____ months _____

Describe any other conditions (advance notice required, etc.) of summer visitation:

C. Transportation costs for visitation:

- ☐ **WIFE** will pay all transportation costs
- ☐ **HUSBAND** will pay all transportation costs
- ☐ Shared between **HUSBAND** and **WIFE** equally
- ☐ Other Agreement. Specify: _____

D. Grandparent Visitation: This may be included in the agreement, if necessary, to set visitation for the grandparents of the visiting parent's side of the family.

- ☐ Agreement to include a provision on grandparent reasonable visitation rights
- ☐ Agreement to be silent on visitation rights for grandparents
- ☐ Other terms (Describe specific terms, i.e., frequency):

E. Moving the children's residence:

- ☐ No restrictions
- ☐ Visitation rights shall be modified if residence is changed
- ☐ Moving from the State of _____ is prohibited.
- ☐ Moving further than _____ miles of current residence is prohibited.
- ☐ Other

MEDICAL COVERAGE AND INSURANCE

MEDICAL COVERAGE FOR SPOUSE:

Extend of coverage:

- ☐ **HUSBAND** will maintain coverage on **WIFE** until the divorce is final
 - ☐ Basic coverage (including dental? () yes () no)
 - ☐ Major coverage (including dental? () yes () no)
- ☐ **WIFE** will maintain coverage on **HUSBAND** until the divorce is final
 - ☐ Basic coverage (including dental? () yes () no)
 - ☐ Major coverage (including dental? () yes () no)
- ☐ If **HUSBAND** leaves the military service, he will purchase independent medical coverage for **WIFE**
- ☐ If **WIFE** leaves the military service, she will purchase independent medical coverage for **HUSBAND**

Spouse's extraordinary/uncovered medical expenses:

- ☐ **WIFE'S** extraordinary medical expenses NOT covered by military or independent medical coverage will be paid _____ % by **HUSBAND** and _____ % by **WIFE**
- ☐ **HUSBAND'S** extraordinary medical expenses NOT covered by military or independent medical coverage will be paid _____ % by **HUSBAND** and _____ % by **WIFE**

MEDICAL COVERAGE FOR CHILDREN:

Extend of coverage:

- ☐ **HUSBAND** will maintain medical coverage on the child(ren) until the child(ren) are no longer entitled to child support
 - ☐ Basic coverage (including dental? () yes () no)
 - ☐ Major coverage (including dental? () yes () no)
- ☐ **WIFE** will maintain medical coverage on the child(ren) until the child(ren) are no longer entitled to child support
 - ☐ Basic coverage (including dental? () yes () no)
 - ☐ Major coverage (including dental? () yes () no)
- ☐ If _____ leaves the military service, _____ will purchase independent medical coverage for the child(ren)

Children's extraordinary/uncovered medical expenses:

Children's extraordinary medical expenses **NOT** covered by military or independent medical coverage will be paid:

_____ % by **HUSBAND**

_____ % by **WIFE**

LIFE INSURANCE PROVISIONS:

☐ ☐ **HUSBAND** ☐ **WIFE** is active duty military and will designate the minor child(ren) as the beneficiary of his/her SGLI insurance proceeds until the child(ren) reaches the age of majority and will name the other party as the Trustee for these proceeds to be held in trust for the benefit of the minor child(ren).

☐ ☐ **HUSBAND** ☐ **WIFE** is required to reimburse ☐ **HUSBAND** ☐ **WIFE** ____ % of the life insurance premiums

☐ Life insurance in the amount of \$ _____ shall be maintained on the life of the spouse providing child support. The children will be the irrevocable beneficiaries of said life insurance policy (a trust for the benefit of the children may be set up). If a life insurance policy is not maintained, the spouse's estate will be liable to the children for said amount.

☐ ☐ **HUSBAND** ☐ **WIFE** is required to reimburse ☐ **HUSBAND** ☐ **WIFE** ____ % of the life insurance premiums s/he pays

☐ Each party is free to change life insurance policies as desired.

☐ Other agreements on life insurance: _____

DIVISION OF REAL PROPERTY

Do you have a marital residence, land, buildings or other property affixed to land (time share)?

☐ Yes ☐ No **If NO, skip to next section.**

If YES, complete below:

PROPERTY 1

1. Location: _____
(No) (street)

(City) (County) (State)

2. Title is currently held:
☐ Solely by the **HUSBAND**
☐ Solely by to **WIFE**
☐ By both the **HUSBAND** and **WIFE**, as joint tenants with right of survivorship
☐ Other (describe): _____

3. Date the property was acquired: (MM/DD/YYYY) _____

4. The Legal Title will be:
☐ Transferred to the **HUSBAND** and **WIFE** as tenants in common
☐ Transferred to the **WIFE**
☐ Transferred to the **HUSBAND**
☐ Left unchanged

If there is to be a transfer of title

When will transfer of title be executed: (MM/DD/YYYY) _____

Will the transferee purchase the transferor's interest in property?

☐ No ☐ Yes **If YES, specify amount \$** _____

If title is transferred, will the transferor continue to pay expenses of such property?

☐ No ☐ Yes **If YES, describe such expenses:** _____

5. Regarding possession (who will reside in the property):
☐ The **WIFE** is entitled to live in the property
☐ The **HUSBAND** is entitled to live in the property
☐ The () **WIFE** () **HUSBAND** may reside in the property until (MM/DD/YYYY)
_____ or until the property is sold, whichever occurs first

Financial compensation for occupancy:

☐ None

☐ Rent to other party \$ _____

☐ Monthly payment to lender \$ _____

6. Financial obligation: ☐ Paid in full ☐ Installment payments

1. Lender Name: _____

2. Account No.: _____

☐ () **HUSBAND** () **WIFE** will be solely responsible for the mortgage payments

☐ **HUSBAND** and **WIFE** will be equally responsible for the mortgage payments

☐ **HUSBAND** will be responsible for ____%, **WIFE** will be responsible for ____% of the mortgage payments

☐ For duration of the mortgage **OR**

☐ Until the parties sell the property incident to this separation

NOTE: If this is a joint mortgage obligation, the only way to be relieved from liability to the lender if the other party fails to pay is to have the mortgage company release you from the note.

7. Sale of property:

If the property is to be sold:

Date when sale must be final: (MM/YYYY) _____

Division of proceeds of sale (describe): _____

PROPERTY 2

1. Location: _____
(No) (street)

(City) (County) (State)

2. Title is currently held:
☐ Solely by the **HUSBAND**
☐ Solely by to **WIFE**
☐ By both the **HUSBAND** and **WIFE**, as joint tenants with right of survivorship
☐ Other (describe): _____

3. Date the property was acquired: (MM/DD/YYYY) _____

4. The Legal Title will be:
☐ Transferred to the **HUSBAND** and **WIFE** as tenants in common
☐ Transferred to the **WIFE**
☐ Transferred to the **HUSBAND**
☐ Left unchanged

If there is to be a transfer of title

When will transfer of title be executed: (MM/DD/YYYY) _____

Will the transferee purchase the transferor's interest in property?

☐ No ☐ Yes If YES, specify amount \$ _____

If title is transferred, will the transferor continue to pay expenses of such property?

☐ No ☐ Yes If YES, describe such expenses: _____

5. Regarding possession (who will reside in the property):
☐ The **WIFE** is entitled to live in the property
☐ The **HUSBAND** is entitled to live in the property
☐ The () **WIFE** () **HUSBAND** may reside in the property until (MM/DD/YYYY)
_____ or until the property is sold, whichever occurs first
Financial compensation for occupancy:
☐ None
☐ Rent to other party \$ _____
☐ Monthly payment to lender \$ _____

6. Financial obligation: ☐ Paid in full ☐ Installment payments

1. Lender Name: _____

2. Account No.: _____

- ☐ () **HUSBAND** () **WIFE** will be solely responsible for the mortgage payments
☐ **HUSBAND** and **WIFE** will be equally responsible for the mortgage payments
☐ **HUSBAND** will be responsible for ____%, **WIFE** will be responsible for ____% of the mortgage payments

- ☐ For duration of the mortgage **OR**
☐ Until the parties sell the property incident to this separation

NOTE: If this is a joint mortgage obligation, the only way to be relieved from liability to the lender if the other party fails to pay is to have the mortgage company release you from the note.

7. Sale of property:

If the property is to be sold:

Date when sale must be final: (MM/YYYY) _____

Division of proceeds of sale (describe): _____

DIVISION OF PERSONAL PROPERTY

☐ It is agreed between the parties that there is no property subject to disposition by this agreement (we have already divided all our personal property to our mutual satisfaction).

☐ We have already divided all our personal property except the following and it will be divided as indicated below:

Note: Do not list items valued under \$100.00.

A. VEHICLES (include year, make, model, and vehicle identification number):

1. ☐ HUSBAND ☐ WIFE is to receive Vehicle: _____

☐ HUSBAND ☐ WIFE will pay the remaining loan balance on this vehicle

The balance owed is: \$ _____ Financial Institution: _____

Account # on loan: _____

2. ☐ HUSBAND ☐ WIFE is to receive Vehicle: _____

☐ HUSBAND ☐ WIFE will pay the remaining loan balance on this vehicle

The balance owed is: \$ _____ Financial Institution: _____

Account # on loan: _____

3. ☐ HUSBAND ☐ WIFE is to receive Vehicle: _____

☐ HUSBAND ☐ WIFE will pay the remaining loan balance on this vehicle

The balance owed is: \$ _____ Financial Institution: _____

Account # on loan: _____

B. STOCKS, BONDS, MUTUAL FUNDS

1. _____
(Name) (Series/Account number) Will be the sole property of ☐ HUSBAND ☐ WIFE

2. _____
(Name) (Series/Account number) Will be the sole property of ☐ HUSBAND ☐ WIFE

3. _____
(Name) (Series/Account number) Will be the sole property of ☐ HUSBAND ☐ WIFE

C. BANK ACCOUNTS, CREDIT UNION ACCOUNTS, CERTIFICATES OF DEPOSIT

1. _____
(Institution Name) (Type of Account and No.)

Funds in this bank account will be paid to ☐ HUSBAND ☐ WIFE ☐ Divided equally between both
☐ OTHER _____

2. _____
(Institution Name) (Type of Account and No.)

Funds in this bank account will be paid to ☐ HUSBAND ☐ WIFE ☐ Divided equally between both
☐ OTHER _____

3. _____
(Institution Name) (Type of Account and No.)

Funds in this bank account will be paid to ☐ HUSBAND ☐ WIFE ☐ Divided equally between both
☐ OTHER _____

D. PERSONAL PROPERTY, OTHER THAN PERSONAL CLOTHING:

1. **HUSBAND** to receive:

	<u>BRAND</u>	<u>NAME</u>	<u>ITEM</u>	<u>SERIAL #</u>
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____
c.	_____	_____	_____	_____
d.	_____	_____	_____	_____
e.	_____	_____	_____	_____

2. **WIFE** is to receive:

a.	_____	_____	_____	_____
b.	_____	_____	_____	_____
c.	_____	_____	_____	_____
d.	_____	_____	_____	_____
e.	_____	_____	_____	_____

DIVISION OF DEBTS:

☐ It is **AGREED** between the parties that there are no debts subject to disposition by this agreement.

☐ Debts will be distributed as follows:

A. HUSBAND shall have and pay:

	<u>Creditor</u>	<u>Type of Account and Number</u>	<u>Balance Owed</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

B. WIFE shall have and pay:

	<u>Creditor</u>	<u>Type of Account and Number</u>	<u>Balance Owed</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

C. HUSBAND and WIFE shall SHARE:

	<u>Creditor</u>	<u>Type of Account and Number</u>	<u>Balance Owed</u>
1.	_____	_____	_____

☐ The parties will each pay half ☐ HUSBAND will pay ____% and WIFE will pay ____%

2. _____

☐ The parties will each pay half ☐ HUSBAND will pay ____% and WIFE will pay ____%

3. _____

☐ The parties will each pay half ☐ HUSBAND will pay ____% and WIFE will pay ____%

TAXES AND DEPENDENCY EXEMPTIONS

FILING TAXES FOR CURRENT YEAR:

A. If the dissolution is final before midnight 31 December, the parties are single and must file as such for the tax year. Otherwise the parties will file as:

H	W	
()	()	Single
()	()	Married filing jointly
()	()	Married filing separately
()	()	Head of Household

For joint filing, the parties agree to

- ☐ Share payment of deficit equally
- ☐ Share payment of deficit proportionally to their income
- ☐ Share refund equally
- ☐ Share refund proportionally to their income
- ☐ Other: _____

FILING TAXES FOR FUTURE YEARS:

DEPENDENCY EXEMPTIONS AND CHILD TAX CREDIT: In the absence of an agreement between the parties, the general rule is that the custodial parent gets the dependency exemptions. A noncustodial parent providing child support may be entitled to dependency exemptions if a decree of divorce or written separation agreement so provide.

- ☐ **WIFE** is to get the dependency exemptions
- ☐ **HUSBAND** is to get the dependency exemptions
- ☐ **WIFE** and **HUSBAND** split the dependency exemptions**

**If the dependency exemptions are to be split:

- ☐ **HUSBAND** will get the dependency exemptions for each () even () odd year and the **WIFE** will get the exemptions each () odd () even year
- ☐ **HUSBAND** will claim the following children as exemptions on his income tax return each year and the **WIFE** will claim the following children as exemptions on her income tax return:

HUSBAND: _____

WIFE: _____

SURVIVOR'S BENEFIT PROGRAM, RETIREMENT BENEFITS, CLAIMS AGAINST ESTATE

SURVIVOR'S BENEFIT PROGRAM (SBP) ELECTION

☐ () **HUSBAND** () **WIFE** agrees upon retirement from the Armed Forces, to voluntarily elect to participate in the military sponsored Survivor's Benefit Program and to elect the () **HUSBAND** () **WIFE** as the beneficiary thereof at the () maximum rate available () minimum rate available () Other (please specify)

() **HUSBAND** () **WIFE** will be responsible for paying the SBP premiums.

☐ () **HUSBAND** () **WIFE** agrees to waive election to participate in the military sponsored Survivor's Benefit Program.

RETIREMENT BENEFITS

Pensions (including military retired pay) are divisible as marital property or community property. (The Uniformed Services Former Spouses Protection Act (USFSPA) allows states to divide "disposable" military retired pay). The portion of a pension earned during the marriage is property that may be divided and distributed between the parties under a Separation Agreement or by court order. Please consult your attorney for further explanation.

Military and Civilian Pension Rights:

<u>Name of Plan</u>	<u>HUSBAND'S or WIFE'S</u>	<u>Account #</u>
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☐ **HUSBAND** agrees to **waive and give up** all claims he may have for a part of **WIFE'S** military and/or civilian retirement income (to include IRAs)

☐ **WIFE** agrees to **waive and give up** all claims she may have for a part of **HUSBAND'S** military and/or civilian retirement income (to include IRAs)

OR

☐ **HUSBAND** will pay to the **WIFE** ____ % of his civilian retirement income

☐ **WIFE** will pay to the **HUSBAND** ____ % of her civilian retirement income

OR

☐ Settled by payment from **HUSBAND** to **WIFE** Amount: \$ _____;
Sum to be paid on or before: _____

☐ Settled by payment from **WIFE** to **HUSBAND** Amount: \$ _____;
Sum to be paid on or before: _____

ACTIVE DUTY AWARDS

☐ Spouse to receive a specific dollar amount. This provision safeguards any subsequent cost of living pay increases for the retiree (unless the spouse has the order modified each time a raise is received.) The specific dollar amount is \$ _____ per month.

☐ Spouse to receive a specific percentage. This provision gives the former spouse the benefit of subsequent cost of living adjustments. The specific percentage is _____% of the marital share of disposable military retired pay.

☐ Military retired pay to be divided based on a formula. "The former spouse is awarded a percentage of the member's disposable military retired pay, to be computed by multiplying _____% times a fraction, the numerator of which is _____ months of marriage during the member's creditable military service, divided by the member's total number of months of creditable military service."

☐ Military retired pay to be divided based on a hypothetical formula:

☐ Active duty hypothetical calculated as of time of division; may only be used for members who entered service **BEFORE 09/01/80**: "The former spouse is awarded _____% of the disposable military retired pay the member would have received had the member retired with the rank of _____ and with _____ years of creditable service on _____. [Include in court order: *On the date of the decree of divorce, dissolution, annulment or legal separation _____ (add date) the member's military pay grade (rank) was _____, and the member had _____ years and _____ months of creditable service*].

☐ Active duty hypothetical calculated as of time of division, for members who entered service **AFTER 09/01/80**: "The former spouse is awarded _____% of the disposable military retired pay the member would have received had the member retired with a retired pay base (High-3) of _____ and with _____ years of creditable service on _____. [Include in court order: *On the date of the decree of divorce, dissolution, annulment or legal separation _____ (add date) the member's military retired pay base (high-3) was _____ (provide a dollar amount) and the member had _____ years and _____ months of creditable service*].

RESERVE AWARDS WHEN THE MEMBER IS STILL DRILLING

☐ **Fixed award:** The former spouse is awarded _____ (dollar amount) of the member's disposable military retirement pay.

☐ **Percentage award:** The former spouse is awarded _____ % of the member's disposable military retirement pay.

☐ **Formula award:** "The former spouse is awarded a percentage of the member's disposable military retired pay, to be computed by multiplying _____ % times a fraction, the numerator of which is _____ reserve retirement points earned during the period of the marriage, divided by the member's total number of reserve retirement points earned."

☐ **Military retired pay to be divided based on a hypothetical formula:**

☐ Reservist hypothetical calculated as of time of division; may only be used for members who entered service **BEFORE 09/01/80**: "The former spouse is awarded _____ % of the disposable military retired pay the member would have received had the member become eligible to receive retired pay on _____, with the rank of _____, with _____ reserve retirement points, and with _____ years of service for basic pay purposes." [Include in court order: *On the date of decree of divorce, dissolution, annulment or legal separation _____ (list the date) the member's military pay grade (rank) was _____ and the member had _____ (enter amount) reserve retirement points, and the member had _____ years of service for basic pay purposes (list amount of years and months).*

☐ Reservist hypothetical calculated as of time of division, for member's who entered **AFTER 9/8/80**: "The former spouse is awarded _____ % of the disposable military retired pay the member would have received had the member become eligible to receive military retired pay with a retired pay base (High-3) of _____ and with _____ reserve retirement points on _____." [Include in court order: *On the date of the decree of divorce, dissolution, annulment or legal separation _____ (add date) the member's military retired pay base (high-3) was _____ (provide a dollar amount) and the member had _____ (enter amount) reserve retirement points.*

☐ If the member's disposable military retired pay is reduced as a result of disability payments, the member ☐ WILL ☐ WILL NOT indemnify the former spouse in the amount he or she would have received if there had been no reduction.

CLAIMS AGAINST THE ESTATE OF THE OTHER SPOUSE:

☐ **HUSBAND** agrees that the estate of **WIFE** will pass to the heirs of the **WIFE** as if the **HUSBAND** had died before the **WIFE**. **HUSBAND** further agrees not to contest the will of **WIFE**.

☐ **WIFE** agrees that the estate of **HUSBAND** will pass to the heirs of the **HUSBAND** as if the **WIFE** had died before the **HUSBAND**. **WIFE** further agrees not to contest the will of **HUSBAND**.

OTHER:

Please specify any other mutually agreed upon terms that were not covered by the above sections:

The signatures of HUSBAND and WIFE below reflect they have discussed the contents of this worksheet.

THIS WORKSHEET IS NOT A BINDING AGREEMENT

_____ HUSBAND _____ (DATE)

_____ WIFE _____ (DATE)