

**IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA**

_____, §
Petitioner, §
v. § **CIVIL ACTION**
§ **FILE NO.:** _____
_____, §
Respondent. §

SETTLEMENT AGREEMENT
[From the Simple Divorce Packet]

This agreement (also referred to here as “Agreement” or “Settlement Agreement”) is between [name] _____ (also referred to here as “Wife” or [Petitioner / Respondent] “_____”) and [name] _____ (also referred to here as “Husband” or [Petitioner / Respondent] “_____”). The parties are married but are currently separated; and

The parties want to settle between themselves all questions of alimony, division of property, debts and all other rights and obligations arising out of their marital relationship;

THEREFORE, in consideration of the mutual promises and declarations in this Agreement, the parties agree as follows:

1.

SEPARATION. The parties shall continue to live apart and each one shall be free from all interference and control by the other, direct or indirect, as fully as if unmarried, and each may reside at such places as he or she may choose.

2.

ALIMONY. Each party expressly waives the right to receive alimony from the other party.

3.

PROPERTY DIVISION. The parties acknowledge they have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this Agreement.

4.

DEBTS. The parties acknowledge they have no outstanding joint or marital debts. Neither party shall incur any debt or liability in the other party’s name from and after the date of signing this Agreement.

Wife’s initials _____

Husband’s initials _____

5.

NO MINOR CHILDREN. The parties have no minor children together (including unborn children).

6.

OTHER PROVISIONS. [Optional – check and complete any options both parties agree apply.]

Restraining order. [Wife / Husband / both parties] _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing and stalking [Wife / Husband / the other party] _____. By consenting to this provision, [Wife / Husband / the parties] _____ in no way admit(s) that such acts were ever done in the past, but agree(s) not to engage in such acts in the future. This provision shall be enforceable by the Court’s contempt power.

Other child(ren). The parties acknowledge Wife has had _____ other minor child(ren) (listed below) who are not Husband’s biological child(ren). Husband has never recognized these child(ren) as his child(ren). The Husband is not the biological and/or legal father of these child(ren) and has no legal relationship, nor potential rights or obligations arising from any such relationship, to these children:

<u>Name of child</u>	<u>Sex</u>	<u>Year of Birth</u>
_____	_____	_____
_____	_____	_____

Pregnancy. The parties acknowledge Wife is pregnant with a child (or children in the case of multiples) who is/are not the Husband’s biological child(ren). Husband is not the biological and/or legal father of the child(ren) and does not recognize the child(ren) as his child(ren). Husband has no legal relationship, nor potential rights or obligations arising from any such relationship, to the child(ren). This Agreement shall constitute and operate as a paternity determination with respect to Husband if incorporated by the Court into the Final Judgment and Decree of Divorce. Although the child(ren) was conceived during the marriage, upon the birth of the child(ren) with whom Wife is now pregnant, any person required by law to prepare the birth certificate(s) shall not enter Husband as the father of the child(ren) and shall enter Wife’s surname (at the time of the birth) as the surname of the child(ren).

7.

VOLUNTARINESS OF AGREEMENT. The parties acknowledge they have entered into this Agreement freely and voluntarily, and it is not the result of any duress or any undue influence. We understand we do not have to enter into this Agreement, we have the right to trial before a judge or jury on all issues that could be raised in this action. We also understand we have the right to certain discovery procedures that may reveal other income or assets of the other party. We have agreed to enter into this Agreement based on our knowledge of the income and assets of the parties and their written statements in this Agreement. After considering these rights, we have decided to enter into this Agreement freely and voluntarily.

Wife’s initials _____

Husband’s initials _____

8.

COMPLETENESS OF AGREEMENT. This Agreement constitutes the entire understanding of the parties. There are no representations or promises other than those representations or promises expressly included in this Agreement. Each party hereby states under oath the financial representations in this Agreement are accurate and complete, to the best of that party's information, knowledge and belief.

9.

EFFECT OF DIVORCE. Both parties understand this Agreement does not require them to continue to live separately or to proceed with an action for divorce. However, if either party brings or maintains an action for divorce, this Agreement shall be presented to the Court and incorporated by reference into any judgment concerning the matters covered by the Agreement. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

Signature of Wife

Signature of Husband

Date

Date

_____ appeared
before me on _____, 20____,
and said under oath she had read and
understood this Agreement, and was signing it
voluntarily in my presence.

_____ appeared
before me on _____, 20____,
and said under oath he had read and
understood this Agreement, and was signing it
voluntarily in my presence.

Notary Public
My commission expires: _____

Notary Public
My commission expires: _____