

STATE OF INDIANA  
COUNTY OF \_\_\_\_\_

IN THE \_\_\_\_\_ COURT  
CAUSE NO. \_\_\_\_\_

IN RE THE MARRIAGE OF:

\_\_\_\_\_  
Petitioner,

v.

\_\_\_\_\_  
Respondent.

**SETTLEMENT AGREEMENT AND DECREE OF DISSOLUTION OF MARRIAGE**

The parties having submitted a Settlement Agreement and the Court having seen and considered the Verified Petition of Dissolution of Marriage by the parties now approves the following:

1.. Petitioner and Respondent were married on \_\_\_\_\_,  
and separated on \_\_\_\_\_.

2. \_\_\_\_\_ has been a continuous resident of  
\_\_\_\_\_ County for the last three months.

3. \_\_\_\_\_ has been a continuous resident of the State of  
Indiana for the six months prior to the filing of the Verified Petition for Dissolution of  
Marriage.

4. \_\_\_\_\_ is is pregnant.

5. There are \_\_\_\_\_ children of the marriage, namely:

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

6. **Custody and care of the minor child(ren).**

It is in the best interest of the child(ren) that:



8. **Child Support**

- Petitioner will pay child support in the amount of \$\_\_\_\_\_
- Respondent per week as shown by the attached child support worksheet, beginning on the first Friday following the date of the Decree. All support payments shall be made through the County Clerk's Office (cash payments only) or the State Central Collection Unity PO Box 7130, Indianapolis, Indiana 46207-7130 (any payments other than cash). The court shall issue an immediately activated Income Withholding Order pursuant to IC 31-16-15 to any employer or income provider of the child support Obligor.
  
- Petitioner shall be responsible for all controlled expenses related to
- Respondent the upbringing of the minor child(ren). (For use only in cases when parenting time is equally shared).
  
- Petitioner will be responsible for the first \_\_\_\_\_ of
- Respondent annual uninsured health and medical, dental, optical, hospital and prescription expenses for the minor child(ren). Thereafter, Petitioner shall be responsible for \_\_\_\_\_% of annual uninsured medical expenses for the minor child(ren), and Respondent shall be responsible for \_\_\_\_\_% of annual uninsured medical expenses for the minor child(ren).
  
- Petitioner will be responsible to pay a child support arrearage in the
- Respondent amount of \$\_\_\_\_\_ which has accrued during the pendency of this proceeding. Such arrearage shall be paid in the periodic amount of \$\_\_\_\_\_ per

week in addition to the current support rendered above, until such arrearage has been satisfied.

**9. Health insurance**

The provisions for health insurance maintenance shall be as follows:

- Petitioner shall maintain medical, dental and optical insurance as
- Respondent available through employment, or Health Insurance Marketplace, or by government provided insurance for the minor child(ren).

- Other Health insurance is not available to either parent at a reasonable cost, therefore, neither party is ordered to provide health insurance at this time.

In the event that health insurance for the children becomes available at a reasonable cost to one or both of the parties, the party to whom such coverage is available shall obtain coverage for the children within a reasonable time after such coverage becomes available.

**10. Taxes**

The arrangement for claiming the tax credits, exemptions and deductions for the minor children shall be as follows:

- Petitioner shall be entitled to claim the minor child(ren) for federal,
- Respondent state, and local income tax purposes on an annual basis.

The parties shall cooperate to sign all necessary documents that will allow the party claiming the exemptions to do so.

- Other Petitioner and Respondent shall each be entitled to claim the minor child(ren) for federal, state, and local income tax purposes in alternating years.

Petitioner shall be entitled to claim the minor child(ren) in the year \_\_\_\_\_, and every \_\_\_\_\_ year thereafter.

Respondent shall be entitled to claim the minor child(ren) in the year \_\_\_\_\_, and every \_\_\_\_\_ year thereafter. The parties shall cooperate to sign all necessary documents that will allow the party claiming the exemption to do so.

**11. Joint debt.**

The division of jointly held debts shall be as follows:

- The parties have no outstanding debts for which they are responsible
- Petitioner will be solely responsible for the following debts and shall hold

Respondent harmless from liability, expenses, attorney's fees, and loss which may be incurred by Respondent arising out of Petitioner's failure to pay such debts.

<b>Name of Creditor</b>	<b>Amount of Debt</b>
_____	_____
_____	_____
_____	_____
_____	_____

- Respondent will be solely responsible for the following debts and shall hold Petitioner harmless from liability, expense, attorney's fees, and loss which may be incurred by Petitioner arising out of Respondent's failure to pay such debts.

<b>Name of Creditor</b>	<b>Amount of Debt</b>
_____	_____
_____	_____
_____	_____
_____	_____

12. **Individual debt.**

The individual debt division shall be as follows:

Debts held in Petitioner's name only:

Petitioner shall be solely responsible for all debts held in **his/her** individual name, and all debts incurred by **him/her** in **his/her** name since the date of final separation. Petitioner agrees to hold Respondent harmless from liability, expense, attorney's fees, and loss which may be incurred by Respondent, arising out of Petitioner's failure to pay such debts.

Other:

Debts held in Respondent's name only:

Respondent shall be solely responsible for all debts held in **his/her** individual name, and all debts incurred by **him/her** in **his/her** name since the date of final separation. Respondent agrees to hold Petitioner harmless from liability, expense, attorney's fees, and loss which may be incurred by Petitioner, arising out of Respondent's failure to pay such debts.

Other:

13. **Vehicles**

The vehicle division shall be as follows:

- There are no vehicles to divide.
- Petitioner shall have possession of the following vehicle(s), and Respondent shall execute all documents necessary to transfer title of said vehicles within a reasonable time following the date of this Order:

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*(Vehicle #1, Make, Model and Year)*

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*(Vehicle #2, Make, Model and Year)*

- Respondent shall have possession of the following vehicle(s), and Petitioner shall execute all documents necessary to transfer title of said vehicles within a reasonable time following the date of this Order:

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*(Vehicle #1, Make, Model and Year)*

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*(Vehicle #2, Make, Model and Year)*

- All outstanding debts related to the above listed vehicles has been allocated in paragraph number 11 or 12 of this Decree.

14. **Personal property.**

The parties' personal property division shall be as follows:

- The parties have divided all items of personal property.
- Petitioner shall have sole possession of the following items of personal property:

Respondent shall have sole possession of the following items of personal property:

**15. Marital Residence.**

The parties are owners of real estate located at:

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- Petitioner shall retain or take possession and shall become the sole
- Respondent owner of said real estate.
- Petitioner Shall vacate the marital residence by:
- Respondent \_\_\_\_\_.
- Petitioner Shall be responsible for all payments related to property
- Respondent taxes and homeowners insurance and shall receive the deductions for mortgage interest and taxes.
- Petitioner Shall transfer, by Quitclaim Deed, his/her interest in said
- Respondent real estate to the party retaining possession of the marital residence by:
- \_\_\_\_\_.
- Petitioner Agrees to refinance the mortgage debt related to the
- Respondent marital residence and make a good faith effort to obtain a release of the other party on said debt on the earliest possible date. Upon release of the other party from mortgage debt, the other party shall transfer, by Quitclaim Deed, his/her interest in said real estate. The party assuming responsibility for mortgage agrees to hold the other party harmless from liability, expense, attorney

fees, loss or damages which may be a result of a failure to make payments on said mortgage debt.

- Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The parties are jointly responsible on a lease for a residence located at:

\_\_\_\_\_, and the parties

agree that:

- Petitioner shall retain or take possession of the leased premises, be
- Respondent responsible for the remaining rental payment and fees due under said lease, and agrees to hold the other party harmless from all liability, expense, attorney fees, loss or damage which may be a result of the failure to make required payments under said lease.
- Petitioner Shall vacate the leased residence by \_\_\_\_\_.
- Respondent
- Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**16. Change of names.**

Petitioner would like the following former name restored and is not a lifetime sex or violent offender or Petitioner has complied with I.C. 31-15-2-19; Petitioner shall hereinafter be known as:

\_\_\_\_\_

Respondent would like the following former name restored and is not a lifetime sex or violent offender or Respondent has complied with I.C. 31-15-2-19; Respondent shall hereinafter be known as:

\_\_\_\_\_

Neither Petitioner nor Respondent requests a name change.

17. The marriage has suffered an irretrievable breakdown and should be dissolved.

18. The parties mutually represent and acknowledge that the division of property and payment of debts is fair and equitable and each is satisfied with such division.

**I affirm under penalties of perjury that the foregoing representations are true.**

\_\_\_\_\_  
Petitioner's signature

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

Before me \_\_\_\_\_, a notary public \_\_\_\_\_  
County, State of Indiana, personally appeared \_\_\_\_\_  
and being duly sworn upon **his/her** oath, says that the facts alleged in the foregoing instrument  
are true.

Date \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**I affirm under penalties of perjury that the foregoing representations are true.**

\_\_\_\_\_  
Respondent's signature

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

Before me \_\_\_\_\_, a notary public \_\_\_\_\_  
County, State of Indiana, personally appeared \_\_\_\_\_  
and being duly sworn upon **his/her** oath, says that the facts alleged in the foregoing instrument  
are true.

Date \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

15. **Findings of the Court**

This document represents an agreement submitted by the parties for approval by the Court. The parties have submitted a waiver of final hearing and have agreed that the property distribution provisions of this agreement represent a just and reasonable division of the marital estate and debts. **IT IS THEREFORE ORDERED by the Court that the parties' marriage is hereby dissolved.**

Date: \_\_\_\_\_  
\_\_\_\_\_ Judicial Officer

Distribution:

Petitioner's Name and Mailing Address:	Respondent's Name and Mailing Address:
_____	_____
_____	_____
_____	_____
_____	_____