

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____, §
Plaintiff,
v. § Civil Action
§ File No. _____
_____, §
Defendant. §

SETTLEMENT AGREEMENT

This is an agreement by and between _____ (hereinafter referred to as “Plaintiff”) and _____ (hereinafter referred to as “Defendant”).

WHEREAS, the parties are married but are currently living in a bona fide state of separation;

WHEREAS, the parties desire to settle between themselves all questions of division of property, alimony, and all other rights and obligations arising out of their marital relationship;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1.

Separation

The parties shall continue to live separate and apart and each shall be free from interference, molestation, authority and control, direct or indirect, by the other as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

2.

Alimony (Choose only one: a or b)

- a) The Plaintiff/ Defendant shall pay to the Plaintiff/ Defendant as alimony the sum of \$ _____ per week/month, to be paid beginning on _____ [Date] and to continue thereafter until the Plaintiff/ Defendant remarries or dies.
- b) The parties hereby expressly waive alimony for the past, present and future.

3.

Division of Property (Choose only one: a, b or c)

- a) The parties have no marital property subject to equitable division.
- b) The parties have previously divided their marital property to their mutual satisfaction.
- c) The parties acknowledge that they possess various items of jointly owned property, which shall be divided as follows:

1) To the Plaintiff:

2) To the Defendant:

4.

Division of Debts (Choose only one: a or b)

- a) The parties acknowledge that they have no outstanding joint debts.
- b) The parties agree to the division of debts as indicated below:

Creditor	Amount	Responsible Party

The responsible party indemnifies and holds harmless the non-responsible party for any collection on these obligations.

5.

Name Restoration

My former name is _____, and I request that it be restored to me. Year of Birth _____.

6.

Binding Agreement

□ The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence. This Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

7.

Agreement enforceable with or without divorce

□ It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either party shall bring or maintain an action for dissolution of the marital relationship, this Agreement shall be presented to the court and incorporated by reference into any judgment or decree concerning the matters provided herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

This Agreement is entered into this the _____ day of _____, 20_____.

Plaintiff *pro se*

Plaintiff's Address

Plaintiff's Telephone Number(s)

Sworn to and subscribed before me
This _____ day of _____, 20_____.

Notary Public, State of Georgia
My Commission Expires _____.

~~~~~  
\_\_\_\_\_  
Defendant *pro se*

\_\_\_\_\_  
Defendant's Address

\_\_\_\_\_  
Defendant's Telephone Number(s)

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission Expires \_\_\_\_\_.