

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

Plaintiff: _____

and

Defendant: _____

Civil Action File No.: _____

SETTLEMENT AGREEMENT WITH MINOR CHILDREN

This is an agreement between _____ (referred to herein as "Wife") and _____ (referred to herein as "Husband").

The parties are married but currently separated; and they have _____ minor children together who are listed below:

Child's Name	Date of Birth

The parties want to settle between themselves all questions of custody, visitation, child support, insurance, 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 declaration 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, as fully as if unmarried, and each may reside at such places as s/he may choose.

2. Custody

[Check and complete only one (1) of the following choices.]

(If you want a custody arrangement that is not shown here, you should consult an attorney for the appropriate language to use in place of this section.)

- (a) The _____ shall have sole custody of the children.
- (b) The _____ shall have physical custody of the children, and the parties shall have joint legal custody of them. The parties shall consult each other and try to reach a joint decision on all major issues concerning the children's education, health care, and religious upbringing. However, if the

parties are not able to reach a joint decision concerning one of these major issues, then the parent with physical custody shall make the final decision on the issue.

3. Visitation

The _____ shall have the right of reasonable visitation with the minor children, at any time by mutual consent of the parties, provided that the beginning and ending times of the visitation have been put into writing and signed by both parties before the start of the visitation. In arranging visitation, the parties shall take into consideration the requirements of the children's school, work, activities, and child care arrangements.

- (a) If the parties cannot agree on specific visitation, the _____ shall have the right to visitation in accordance to the schedule attached to this *Settlement Agreement* as "Exhibit A."
- (b) The visitation parent shall notify the other parent at least 24 hours in advance of any scheduled visitation if s/he does not intend to exercise that visitation opportunity.
- (c) The visitation parent shall arrive to pick up the children for visitation within _____ minutes of the schedule time, or shall lose that visitation opportunity.
- (d) Unless otherwise upon in writing by the parties, the drop-off and pick-up for visitation shall be at _____
_____.

4. Other Parental Rights

The parties acknowledge that the children have two parents who love them and want to be involved in their upbringing. The parties agree that the welfare of the children is most important and each parent agrees to encourage a feeling of affection and respect between the children and the other parent. Neither party shall involve the children in actions or communications which would endanger the children's opinion of the other party.

- (a) Addresses and Telephone Numbers – The parties agree to provide each other with their current home address and telephone number, as well as a telephone number to call in case of an emergency. They also agree to notify each other of any changes in address or telephone numbers, at least 30 days prior to a change taking place.
- (b) Telephone Communication – Neither party shall do anything to interfere with the children's communication with the other party. Each party shall have the right to call and talk to the children when they are in the care of the other party, up to one time each day, at the expense of the calling parent. Calls shall be made between the hours of _____ a.m. and _____ p.m.
- (c) School Information – The parties agree that it is in the best interest of the children that both parents participate in the children's educational activities to the fullest extent possible. Therefore, both parties shall have equal access to the children's school records, and both parents shall have the right to be provided information concerning the children's progress in school.
- (d) Health Information – Each party shall be entitled to complete, detailed information from any physician, dentist, or other health care provider attending to any of the children. Each party shall notify the other party of the children's major illnesses and medical treatments.

5. Child Support, Health Insurance, and Health Care Expenses

The statutory requirements of O.C.G.A. § 19-6-15 (Child Support Guidelines) have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

- (a) Gross Income – The Father’s gross monthly income (before taxes), is \$ _____; the Mother’s gross monthly income (before taxes) is \$ _____.
- (b) Children – The number of children for whom support is being provided under this order is _____. Their names and dates of birth are:

Child’s Name	Date of Birth

- (c) Attachments – The *Child support Worksheet* and *Schedules* are attached hereto, along with any other applicable schedules.
- (d) Child Support Amount – The _____ shall pay to the _____ for the support of the minor child(ren), the sum of \$ _____ per month, beginning with a payment of \$ _____ on the first (1st) day of each and every month thereafter until the minor child(ren) reach the age of majority, become self-supporting, marry, die, no longer reside with the _____, or are otherwise emancipated, whichever of these events shall first occur. PROVIDED HOWEVER, that if at the time the parties’ children attain eighteen (18) years of age, s/he has not graduated from high school and is then enrolled full time in high school and progressing toward graduation in the normal course, then such child support shall continue until such time as said children graduate from high school, are no longer enrolled full time and progressing normally, or attain the age of twenty (20) years, whichever first occurs.
- (e) Deviation from Presumptive Amount

[Check and complete only one (1) of the following choices.]

- (a) No Deviation – It has been determined that none of the deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph 3 above is the Presumptive Amount of child support shown on the attached *Child Support Worksheet*.
- (b) Deviation – It has been determined that one or more of the Deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The Presumptive Amount of Child Support that would have been required under O.C.G.A. § 19-6-15, if the deviations had not been applied, is \$ _____ per month, as shown on the attached *Child Support Worksheet*. The attached *Schedule E* explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the Presumptive Amount of Child Support.

(f) Health, Dental & Vision Insurance for Children

[Check and complete all parts of only one (1) of the following choices.]

- (a) Insurance Available – The following insurance for the children involved in this action is available at a reasonable cost to the _____ through that parent’s employer or the PeachCare Program: Health (medical, mental health, and hospitalization) Dental Vision
So long as it remains available to that parent, the _____ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen (18), dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the child until the child has graduated from secondary school or reaches twenty (20) years of age, whichever occurs first.

- (1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.
- (2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).

- (b) Insurance Not Available – Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent: Health (medical, mental health, and hospitalization) Dental Vision. When insurance has been obtained by either party, Paragraphs 6(f)(a)(1) and (2) shall apply.

- (g) Uninsured Health Care Expenses – The Father shall pay _____% and the Mother shall pay _____% of all expenses incurred for the children’s health care (including medical, dental, mental health, hospital, and vision care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within thirty (30) days after receiving the verification of a particular health care expense.

- (h) Parenting Time Amounts – The approximate number of days of parenting time per year according to the visitation order is _____ days for the Father and _____ days for the Mother.

- (i) Continuing Garnishment for Child Support – Whenever, in violation of the terms of the order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.

(j) Income Deduction Order

[Check and complete only one (1) of the following choices.]

- (a) An *Income Deduction Order* shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of the child support and alimony (if any) provided. The *Income Deduction Order* shall take effect:
- [To finish (a), you must check (1) or (2) as follows. Do not check both.]*
- (1) immediately upon entry by the Court.
- (2) upon accrual of a delinquency equal to one month's support. The *Income Deduction Order* may be enforced by serving a *Notice of Delinquency*, as provided in O.C.G.A. § 19-6-32(f).
- (b) The parties agree that an *Income Deduction Order* is not immediately necessary.
- (c) The Court finds that there is good cause not to require income deduction, having determined that income deduction will not serve the children's best interests and that there has been sufficient proof of timely payment of any previously ordered support.

6. Alimony

[Check and complete only one (1) of the following choices.]

- (a) The _____ shall pay to the _____ as alimony, the sum of _____ Dollars (\$_____) monthly/ semi-monthly/ bi-weekly/ weekly, beginning on _____, and continuing monthly/ semi-monthly/ bi-weekly/ weekly thereafter,
- (1) until the recipient remarries or dies.
- (2) for a period of _____.
- (b) Each party expressly waives the right to receive alimony from the other party.

7. Property Division

[Check and complete only one (1) of the following choices.]

- (a) The parties acknowledge that 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.
- (b) The parties acknowledge that they possess various items of martial property, which shall be divided as provided in this *Settlement Agreement*. The parties agree to transfer possession and title to their property as follows:
- (1) Martial Home – The martial home of the parties, located at the following address: _____
_____,
Shall be conveyed to the _____ in fee simple. The legal description of the property appears on the deed, a copy of which is attached to this *Settlement Agreement*. The _____ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date or _____.

- (A) The _____ shall have a protected interest in the home in the amount of _____ Dollars (\$_____). Upon the sale or transfer of the home, the protected interest shall be paid.
- (B) The _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the _____ shall no longer be liable on the mortgage loan(s). If the _____ is not able to refinance by _____, 20____, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted.
- (2) Vehicles – The vehicles owned by the parties shall be transferred or retained as follows:

Year/Make/Model of Vehicle	Vehicle ID # (VIN)	Goes To

The party listed above for each vehicle shall be responsible for all car loan payments, ad valorem taxes, registration fees, and insurance on that vehicle accruing after the following date:

_____, 20_____.

- (3) Other Personal Property – The parties acknowledge that they own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20_____.

To the wife, as follows:

To the husband, as follows:

Except as otherwise specifically provided in this *Agreement*, the transfers listed above shall be completed no later than _____, 20____, and each party shall execute all documents necessary to promptly complete the transfer. Upon the failure of either

party to this *Agreement*, this *Agreement* shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this *Agreement*, or a properly certified copy of it, in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this *Agreement*, the parties have divided 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*, except as provided in this *Agreement*.

8. Debts

[Check and complete only one (1) of the following choices.]

- (a) The parties acknowledge that they have no outstanding joint or marital debts.
- (b) The responsibility for payment of the parties’ joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all attorney’s fees and costs of collection which the other party may incur as a result of the legal action.

9. Tax and Bankruptcy Construction of this Agreement

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this *Agreement*, shall not be deductible nor taxable for income tax purposes. Each party also acknowledges that, but for the payments provided here, the other party’s financial independence would be impaired. Therefore, it is the parties’ intention that if either party ever seeks bankruptcy protection, the amounts payable under this *Agreement* shall not be dischargeable in bankruptcy under 11 U.S.C. § 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments shall be non-dischargeable in bankruptcy under 11 U.S.C. § 523(a)(15).

10. Consent Mutual Restraining Order

[This paragraph is optional. Check the box if the paragraph is applicable to your situation.]

The parties shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing, and stalking each other. By consenting to this, the parties in no way admit that such acts were ever done in the past, but agree not to engage in such acts in the future. This provision shall be enforceable by the Court’s contempt power.

11. Voluntariness of 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. They have agreed to enter into this *Agreement* based on their knowledge of the income and assets of the parties and their written statement in this *Agreement*. After considering all of this, they have decided to enter into this *Agreement* freely and voluntarily.

12. Completeness of Agreement

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

13. Effect of Divorce

Both parties understand that 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*. Even if it becomes part of a divorce judgment, this *Agreement* shall survive and can be enforced independently from the judgment of divorce.

Wife

Husband

Sworn to and affirmed before me, this _____ day of _____.

Sworn to and affirmed before me, this _____ day of _____.

NOTARY PUBLIC
My commission expires: _____
(Notary Seal)

NOTARY PUBLIC
My commission expires: _____
(Notary Seal)