

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

_____,)
)
 Plaintiff,)
)
 vs.)
)
 _____,)
)
 Defendant.)

Civil No: _____

SETTLEMENT AGREEMENT

WHEREAS, the above-entitled proceeding is one for divorce commenced by plaintiff;

WHEREAS, the Summons and Complaint were personally served upon defendant on _____ as indicated by the (Affidavit of Service) (Admission of Service) on file herein;

WHEREAS, plaintiff and defendant in the above-entitled proceeding are (husband) (wife) and (husband) (wife), respectively, and differences have arisen between them (on account of which they have separated and have been living apart since _____);

WHEREAS, the parties are desirous of amicably settling their differences with regard to (parenting responsibility), (parenting time), (child support), maintenance, property settlement, attorney fees and other matters;

WHEREAS, neither party is or has been in the military service of the United States at any time relevant to these proceedings;

WHEREAS, plaintiff is being represented in these proceedings by _____;

WHEREAS, defendant is being represented in these proceedings by _____;

OR

WHEREAS, defendant, having been duly advised of (his) (her) right to legal representation, has waived that right, as more fully set forth in the Acknowledgement of Right to Legal Counsel, attached hereto as Addendum;

WHEREAS, each of the parties has made a full and fair disclosure of his or her assets and income; each has full knowledge of the debts and obligations of the other; each is aware of his or her necessary living expenses; and the parties have had a full, frank, and candid discussion of the value of said assets, the disposition thereof, and all other matters pertaining hereto;

OR

WHEREAS, each of the parties has been advised of his or her right to conduct formal discovery and, in consideration of each party's complete and accurate disclosure of income, assets, and liabilities, each party hereby waives that right; each has made a full and fair disclosure of his or her assets and income; each has full knowledge of the debts and obligations of the other; each is aware of his or her necessary living expense; and the parties have had a full, frank, and candid discussion of the value of said assets, the disposition thereof, and all other matters pertaining hereto;

WHEREAS, the parties have participated in mediation and have reached this Agreement with the assistance of a mediator;

WHEREAS, considering all circumstances relative to the divorce proceedings, the Agreement into which the parties are entering is fair and reasonable;

WHEREAS, the parties expressly agree and stipulate to the fact that the District Court of _____ County, North Dakota, has both personal and subject matter jurisdiction over all of the issues arising in the divorce action, in the above entitled case, and that this jurisdiction extends, but is not limited to, issues of spousal support/alimony, parenting responsibility, parenting time, child support, division of property, and allocation of debts.

The parties agree that the following terms and provisions may, if approved by the Court, be entered in the above captioned matter as the

FINDINGS OF FACT

1. That plaintiff is now, and for more than six (6) months prior to the projected Entry of Judgment will have been, a resident of the State of North Dakota.

2. That the parties were married on the ___ day of _____, 19___, in _____, and have been, at all times since then, and are now husband and wife. The parties separated on _____.

3. That the address and identifying information of the parties are as follows:

Plaintiff
Address

Defendant
Address

4. That the parties have _____ minor child(ren) born of the marriage: _____, born xx/xx/___ and _____ born xx/xx/____. Since the separation, the child(ren) have resided with _____. The _____ is not now pregnant.

5. That plaintiff is now ____ years of age and (his) (her) date of birth is _____. Plaintiff is currently employed by _____ and has _____ net monthly income.

6. That defendant is now ____ years of age and his/her date of birth is _____. Defendant is currently employed by _____ and has _____ net monthly income.

7. That the parties have an interest in real property located at _____ and legally described as follows:

OR

7. That the parties have no interest in any real property.

8. That the parties have an interest in miscellaneous household goods and personal property all of which has been divided between the parties.

9. That during the course of the marriage the parties have acquired miscellaneous debts and financial obligations, including the following:

Creditor

Balance Due

10. That during the course of the marriage irreconcilable differences have arisen making the continuation of the marriage impossible.

THE PARTIES STIPULATE AND AGREE that the following terms and provisions may, if approved by the Court be entered as the Judgment and Decree in the above-captioned case.

STIPULATED TERMS FOR JUDGMENT

1. **Divorce.** The plaintiff is awarded an absolute Decree of Divorce from the defendant on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.

2. **Court Approval.** (Plaintiff) (Defendant) shall proceed with said divorce as if by default. As part of the proceedings in this matter, (plaintiff) (defendant) will submit this Agreement to the above-entitled Court. If the divorce is not granted, the terms of this Agreement shall be of no effect. If the Court does not approve this Agreement, the parties shall be advised and shall be given the opportunity to appear and present argument, witnesses and testimony. If the Court approves this Agreement, and if the Court grants a dissolution to plaintiff herein, the terms of this Agreement shall be made a part of any Decree issued by reference, whether or not each and every portion of this Agreement is literally set forth in the Judgment and Decree.

(OPTIONAL)

3. **Parenting Responsibility and Decision Making.** The parties have entered into a parenting plan for the minor children; namely, _____ and _____, which is attached hereto as **Appendix A** and is fully incorporated herein by reference.

4. **Child Support.** Commencing the first day of the month after judgment is entered or Commencing _____, _____, (plaintiff) (defendant), , shall pay to (plaintiff) (defendant) as and for the support of _____ the sum of _____ Dollars (\$_____) per month, payable in equal installments of _____ Dollars (\$_____) on the first (1st) and fifteenth (15th) days of each month until the minor child is no longer eligible for support, or until further Order of the

Court, whichever first occurs. (Said amount of support is based upon the obligor's net monthly income of \$_____.) or (Child support is calculated pursuant to the North Dakota Child Support Guidelines.

The support obligation of the defendant for the minor children shall continue until the recipient child attains majority and continues as to the child until the end of the month during which the child is graduated from high school or attains the age of nineteen (19) years, whichever occurs first, if: (a) the child is enrolled and attending high school and is eighteen (18) years of age prior to the date the child is expected to be graduated; and (b) the child resides with the person to whom the duty of support is owed.

The defendant's income shall be subject to automatic income withholding for purposes of child support pursuant to N.D.C.C. § 14-09-08.9.

All payments shall be made to the State Disbursement Unit, P.O. Box 7280, Bismarck, North Dakota 58507-7280, in a form acceptable to the State Disbursement Unit.

Plaintiff and defendant are advised that child support may, in addition to any other basis for modification, be amended under the auspices of N.D.C.C. § 14-09-08.9.

The obligor shall provide obligee with a true and correct copy of (his) (her) income tax return and all schedules and attachments by no later than May 15 of each year.

5. **Childcare Costs**. As and for additional child support, _____ shall pay \$_____ per _____ toward the (work) (school) related childcare costs for the minor child(ren). _____ shall provide verification of (work) (school attendance)

and documentation of (his) (her) (work) (school) related childcare costs to _____ on an _____ basis. Payments shall automatically cease or be suspended if _____ does not actually incur work or school related childcare costs. If the amount of the (work) (school) related childcare costs is increased or decreased, _____'s contribution to said costs shall automatically increase or decrease according to the formula set forth herein to calculate _____'s current contribution, without the necessity of obtaining a further Order of the Court.

6. **Income Tax Exemption(s)**. As between the parties, _____ shall have the right to the income tax exemption(s) for the minor child(ren) of the parties. _____ shall not take any action that would affect _____'s right to claim said exemption(s), and (he) (she) shall execute any necessary documents, including waivers, to permit said exemption(s) to be claimed in accordance herewith.

OR

As between the parties, _____ shall have the right to the income tax exemption(s) for the minor child(ren) of the parties, provided that _____ is current in (his) (her) child support obligation on December 31 of each year. If _____ is not current in (his) (her) child support obligation on December 31, _____ shall forfeit (his) (her) right to claim the exemption(s) for the minor child(ren) for that year, and _____ shall have the right to claim the exemption(s). _____ shall execute any documents or waivers that are necessary to allow _____ to claim the exemption(s) for the minor child(ren) in accordance herewith.

OR

_____ shall claim _____ as an exemption for income tax purposes every year and _____ shall claim _____ as an exemption for income tax purposes every year.

(Even number of children)

_____ shall claim _____ as an exemption in odd-numbered years and _____ shall claim _____ in even-numbered years. When only one child remains eligible to be claimed, (presumably ____), ____ shall claim that child in odd-numbered years and ____ shall claim that child in even-numbered years until that child is no longer eligible to be claimed. (Odd number of children) The parties shall cooperate in executing the IRS Form 8332 to effectuate said claims. In order for ____ to claim the above exemptions, he must be current on his child support obligation by December 31 of each year. In the event he is not current in his child support obligation, he shall forfeit the dependency exemption to _____.

7. **Medical and Dental Insurance and Expenses for Minor Child(ren).**

During the time that a child of the parties is a minor, _____ shall provide medical and dental insurance coverage (available through (his) (her) employment) for the benefit of the minor child(ren). _____ shall be responsible for _____ percent (____%) of the deductible and non-insured medical, dental, orthodontic, ocular, and mental health expenses of the minor child(ren). Each party shall provide written verification of these expenses to the other prior to requesting payment, and each party shall pay (his) (her) share of such expenses no later than _____ (days) (weeks) following receipt of the written verification. If one party has made payment for the children's medical and dental expenses and the other party is reimbursed by the insurance

company, the party receiving the reimbursement shall immediately pay the reimbursed amount to the party who paid the health care provider.

OPTIONAL

From time to time, the parties shall evaluate the insurance coverage that is available to determine whether more suitable coverage can be obtained that is satisfactory to both parties.

Each party shall provide the other with all documentation including cards, policy numbers, and forms, necessary to submit insurance claims or utilize the coverage provided.

8. **Spousal Support.** Plaintiff shall pay no temporary or permanent support to defendant and defendant hereby waives any right to have plaintiff pay temporary or permanent support.

Defendant shall pay no temporary or permanent support to plaintiff and plaintiff hereby waives any right to have defendant pay temporary or permanent support.

The Court shall be divested of jurisdiction to award either party support in the future immediately upon entry of the Judgment and Decree herein.

OR

Commencing _____, _____ shall pay to _____, as and for, support the sum of _____ Dollars (\$ _____) per month payable in equal installments of _____ Dollars (\$ _____) on the first (1st) and fifteenth (15th) days of each month until _____, remarriage, or death of either party, whichever occurs first.

After _____, _____'s remarriage, or death of either party, whichever occurs first, _____ shall pay no further or additional temporary or permanent support to _____.

It is intended that the support payable to _____ in accordance herewith shall be includable in _____'s gross income pursuant to Section 71 of the Internal Revenue Code and shall be deducted by _____ pursuant to Section 215 of the Internal Revenue Code.

The parties agree that the obligation incurred by the _____ by this Agreement to pay _____ periodic payments of support or alimony shall not be dischargeable in bankruptcy proceedings pursuant to 11 U.S.C. § 523 (A) (5). Further, the parties agree that any judgment that may result from failure to pay said support or alimony shall likewise not be discharged in any bankruptcy proceeding pursuant to 11 U.S.C. § 523 (A) (5).

_____ 's income shall be subject to immediate income withholding pursuant to N.D.C.C. § 14-05-25.2. All spousal support payments shall be made payable to the State Disbursement Unit, P.O. Bo 7280, Bismarck, North Dakota 58507-7280, as trustee for remittance to the spouse, and shall be paid in a form acceptable to the State Disbursement Unit.

9. **Life Insurance.** _____ shall obtain and/or maintain in full force and effect a policy or policies of life insurance on (himself) (herself), naming the minor child(ren) or a trust for the benefit of the minor child(ren) beneficiary(ies) thereof, in an amount not less than (his) (her) projected future child support and maintenance obligations herein until _____ is no longer obligated to provide support.

OR

_____ shall keep in full force and effect the present policies of life insurance maintained on (himself) (herself), naming __ (the minor child(ren)) beneficiary(ies) thereof, in an amount not less than (his) (her) projected future child support and spousal support obligations herein, or the coverage afforded by the existing policies, whichever is less, reduced to present value at ____ percent (____%), until _____ is no longer obligated to provide support.

Upon reasonable request from time to time, _____ shall provide _____ with evidence that the required insurance is in force on (his) (her) life, with the beneficiary as herein required. Upon such request, _____ shall provide _____ with the names of the relevant insurance companies, the numbers of the relevant policies, and the net death benefit of each such policy. _____ shall also provide written authorization to any insurance company involved authorizing it to verify to _____ the information set forth above. _____ shall ensure that _____ is informed of any policy changes by way of substitution or otherwise; is afforded the right and authority to communicate directly with and receive policy information from any and all carriers providing coverage required hereunder; is provided with free access to all information concerning said policy or policies; and is provided with copies of any and all notices given with respect to said policies. _____ shall execute any and all documents required by said carriers to authorize _____ to receive the information set forth herein. _____ shall not pledge the policy or encumber the proceeds of the policy so long as _____ has an obligation to pay support.

Payment of the death benefit to the appropriate beneficiary, as set forth above, shall relieve _____'s estate of any further obligation to pay (support) (alimony) (and) (or) (child support). If _____ fails to maintain life insurance in accordance herewith, the (_____) (minor child(ren)) shall have a claim against _____'s estate for the amount of the insurance required herein. Payment of said insurance benefits as required herein shall relieve _____'s estate of any further obligation to pay (spousal support) (alimony) (and) (or) (child support).

10. **Real Property.**

- a. _____ shall have all right, title, interest, and equity in and to the real property of the parties located at _____ in the City of _____ County of _____, State of North Dakota, and legally described as follows:

LEGAL DESCRIPTION

subject to all encumbrances of record and a (lien) (mortgage) in favor of _____ in an amount equal to one-half (1/2) of the net proceeds as defined herein.

OR

Subject to all encumbrances of record, but free and clear of any claim on the part of _____.

- b. _____ shall be solely liable for normal maintenance and all monthly payments of principal, interest, taxes and insurance on said real property, and (he) (she) shall indemnify and hold _____ harmless from any liability or obligation to make any payment whatsoever regarding said real property.
- c. Upon the happening of any of the events hereinafter enumerated in paragraph (____) herein, said real property shall be placed on the market for sale (at a price and upon terms to be mutually agreed upon by the parties), and the net proceeds from said sale shall be divided so that one-half (1/2) of the net proceeds is paid to _____ and one-half (1/2) of the net proceeds is paid to _____, thereby satisfying the (lien) (_____ mortgage) of _____ in full.

- d. The conditions upon which said sale shall occur and said (lien) (mortgage) shall mature shall be as follows:
- (1) _____ 's remarriage;
 - (2) _____ 's moving from the premises;
 - (3) _____ 's death;
 - (4) The youngest child of the parties reaches the age of eighteen (18); becomes married; becomes self-supporting or emancipated; is serving in the military service; or dies, whichever event occurs first. If said child reaches age eighteen (18) prior to graduating from high school, the (lien) (mortgage) shall not mature until the last day of the month in which the child graduates or leaves high school, but in no event past age twenty (20); or
 - (5) _____ 's becoming more than three (3) months in arrears in any twelve (12) month period on the monthly payments of principal, interest, taxes or insurance for said real property.
- e. Net proceeds shall be defined as the amount remaining after the following have been subtracted from the sale price, or appraised value in accordance with Paragraph ____ herein, of the real property:
- (1) Expenses of sale, which shall mean all the usual and customary expenses of sale as attorneys' fees, points, brokers' commission, assessments, expenses of updating the abstract, and other normal costs of closing;
 - (2) The _____ mortgage in favor of _____;
 - (3) A credit payable to _____ for the amount of principal reduction made by (him) (her) on the mortgage to _____ from the date of the entry of the Judgment and Decree to the date of the sale; and
 - (4) A credit payable to _____ for any home improvements paid for by (him) (her) provided that _____ receives written agreement from _____ regarding these improvements and that _____ spends no more than the amount agreed upon for such improvements. _____ can make home improvements without written agreement from _____, but _____

will not receive credit for any improvement made without such an agreement.

- f. One-half (1/2) of the tax basis for this property shall be allocated to each party. Each party shall separately assume responsibility for one-half (1/2) of the gain. Notwithstanding any contrary determination by taxing authorities, each party shall indemnify and hold the other party harmless from any obligation to pay that party's share of the tax. The Court shall retain jurisdiction to enforce the payment of the liabilities in accordance herewith. A party's liability for one-half (1/2) of the gain may be assumed by that party's deferral of the recognition of the gain pursuant to the Internal Revenue Code.
- g. _____ may purchase the interest of _____ in and to the real property at any time prior to _____. If the parties are unable to agree on the market value of the property and the amount that would be forthcoming as net proceeds, the parties shall nominate a neutral appraiser who shall estimate the fair market value of the property, and both parties shall be bound by the neutral appraisal. If the parties are unable to agree on a neutral appraiser, each party shall select an appraiser and the two appraisers so selected shall nominate the neutral appraiser and both parties shall be bound by the neutral appraisal. Expenses of sale shall be defined, for purposes of this paragraph only, to mean a credit payable to _____ equal to _____ percent (____%) of the fair market value of the property.
- h. Immediately upon entry of the Judgment and Decree herein, _____ shall execute and deliver to _____ a Mortgage Deed and a Mortgage Note to secure the _____ mortgage in favor of referenced herein.
- i. Immediately upon entry of the Judgment and Decree herein, _____ shall execute a Quit Claim Deed conveying (his) (her) interest in the real property to _____, subject to the (lien) (mortgage) described above. However, if _____ does not execute proper instruments, then said Judgment and Decree shall operate as a conveyance to _____ in accordance herewith.
- j. In the event that there is any technical error or omission made in describing the legal title or description to any of the real property referenced herein, the parties are required to make, execute and deliver to each other any and all documents necessary to correct such error or omission.

11. **Plaintiff's Property.** Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of defendant, in and to the household goods, furnishings, jewelry, and all other tangible personal property in plaintiff's possession.

12. **Defendant's Property.** Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of plaintiff, in and to the household goods, furnishings, jewelry, and all other tangible personal property in defendant's possession.

13. **Bank Accounts.** Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of defendant, in and to the bank accounts in plaintiff's name or under (his) (her) control specifically including the following:

Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of plaintiff, in and to the bank accounts in defendant's name or under (his) (her) control specifically including the following:

14. **Investments.** Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of defendant, in and to the following investment accounts, stocks, bonds, and dividends in plaintiff's name or under (his) (her) control:

Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of plaintiff, in and to the following investment accounts, stocks, bonds, and dividends in defendant's name or under (his) (her) control:

15. **Retirement Interests.** Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of the defendant, in and to (his) (her) retirement benefit account(s).

Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of plaintiff, in and to (his) (her) retirement benefit account(s).

OR

_____ shall have (\$_____ from) (a _____ percent (___%)) interest in) _____'s (account) (retirement benefits) accrued incident to _____'s employment with _____. _____ shall have all right, title, interest, and equity in the remainder of said (account) (retirement benefits). The (account) (retirement benefits) shall be valued as of _____

Each party shall receive his or her interest pursuant to a Qualified Domestic Relations Order that shall be prepared by _____'s attorney immediately upon entry of the Judgment and Decree herein.

Each party shall have a separate ownership interest in his or her share of the divided retirement assets together with the separate responsibility for the tax liability attributable thereto. It is intended that the tax consequences of the receipt of these payments be borne according to the proportionate share of the total payments received by each party. These payments shall be made in all events, and this provision of the Judgment and Decree shall not be modified by any change of circumstances of either party.

The Court shall retain jurisdiction to effect the division of the retirement assets and the allocation of tax consequences in accordance herewith. The division of the retirement assets is a property settlement, and the retention of jurisdiction by the Court shall be for the purpose of effecting the division of the retirement assets in accordance herewith.

[OR INSERT SPECIFIC QDRO LANGUAGE]

16. **Automobiles.** Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of defendant, in and to the _____ automobile of the parties, vehicle identification number _____. Plaintiff shall assume any encumbrances thereon, and (he) (she) shall indemnify and hold defendant harmless from any obligation to pay the same. Defendant shall, upon entry of the Judgment and Decree or sooner if (he) (she) desires, execute all necessary documents to effect transfer of the title.

Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of plaintiff, in and to the _____ automobile of the parties, vehicle identification number _____. Defendant shall assume any encumbrances thereon, and (he) (she) shall indemnify and hold plaintiff harmless from any obligation to pay the same. Plaintiff shall, upon entry of the Judgment and Decree or sooner if (he) (she) desires, execute all necessary documents to effect transfer of the title.

17. **Additional Property Settlement.** As and for an equitable property distribution, _____ shall pay _____ the sum of \$_____ according to the following terms:

(SET FORTH TERMS)

(Interest shall accrue on the unpaid principal balance at the rate of _____ percent (___ %) per year beginning _____ until the entire principal is paid in full.)

18. **Income Tax Returns.** The parties shall equally share in the "net refund" from the filing of their _____ joint state and federal income tax returns. "Net refund" shall be defined as the amount of the refund less the amount of the payment, which shall be reimbursed in full to its payor.

OR

Plaintiff and defendant shall file joint federal and state income tax returns for the tax year _____ and shall share equally any refund or any liability arising from the filing of said returns.

19. **Prior Joint Returns.** The parties have filed joint federal and state income tax returns for _____ and earlier years. In the event any balance is ever determined to be due, including any and all fines/penalties with respect to any federal or state income tax for _____ and any prior year, _____ shall be solely and exclusively responsible therefore and (he) (she) shall indemnify and hold _____ harmless from any obligation to make payment of the same including reasonable attorney fees and costs.

20. **Joint Debts.** Plaintiff shall assume and pay the debts to _____ and _____ and (he) (she) shall indemnify and hold defendant harmless from any obligation to make payment of the same including reasonable attorney fees and costs.

Defendant shall assume and pay the debts to _____ and _____ and (he) (she) shall indemnify and hold plaintiff harmless from any obligation to make payment of the same including reasonable attorney fees and costs.

21. **Separate Debts.** Plaintiff shall assume and pay the debts that (he) (she) has incurred since _____, that are not otherwise specified herein, and (he) (she) shall indemnify and hold defendant harmless from any obligation to make payment of the same including reasonable attorney fees and costs.

Defendant shall assume and pay the debts that (he) (she) has incurred since _____, that are not otherwise specified herein, and (he) (she) shall indemnify and

hold plaintiff harmless from any obligation to make payment of the same including reasonable attorney fees and costs.

22. **Undisclosed Debts.** In the event that there is a debt obligation that has not been heretofore disclosed, that obligation shall become the sole responsibility of the party that incurred it.

23. **Effects of Bankruptcy.** The division of property set forth in this (custody and) property settlement agreement, including the payment of debts, is made with the understanding that the party assuming such debt shall and will have sufficient assets and income to service the debts, and that neither party intends to file bankruptcy. The net value of the property received by one party will be substantially impaired if the other party would be required to pay any debts or obligations assumed by that party as set forth in this Agreement, or if _____ did not receive the payments set forth in this (custody and) property settlement agreement. Accordingly, if either party files bankruptcy and it results in the other party having to pay any of the debts or obligations by the parties set forth in this agreement, then the aggrieved party shall be entitled to seek release under Rule 60 of the North Dakota Rules of Civil Procedure and the parties agree that the grounds for relief will exist within the meaning of such rule.

24. **Tax Consequences.** The parties acknowledge that they have been separately advised that there may be certain tax consequences pertaining to this agreement, that plaintiff's attorney has not furnished tax advice with respect to this agreement, that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this agreement and that have had the opportunity to do so.

25. **Attorney Fees.** Each party shall be responsible for one-half (1/2) of the attorney fees associated with this action, unless they each hire their own attorneys. If each party hires their own attorney, each party shall be responsible for his or her own attorney fees associated with this action.

OR

_____ shall pay \$_____ to _____ as, and for, the attorney fees and costs incurred incident to this proceeding.

26. **Name Change.** As part of this proceeding, _____ shall take _____ as her legal name, so that henceforth she shall be known as _____. (Plaintiff) (Defendant) is seeking this name change solely due to this divorce and not to defraud or mislead anyone.

OPTIONAL

27. **Withdrawal as Attorney of Record.** Sixty-one (61) days after the service of the Notice of Entry of Judgment and decree herein, _____, shall no longer be the attorney of record for the plaintiff.

28. **Execution of Required Documents.** Each party shall, within ten (10) days from and after the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

29. **Notice of Entry of Judgment to be Served.** That within ten (10) days after the Entry of Judgment, notice of the Entry of Judgment, together with a copy of

such Judgment, shall be served by the counsel for the plaintiff; upon defendant, all in accordance with Rule 77(d) of the North Dakota Rules of Civil Procedure.

30. **Finality of Settlement.** This Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties, and each party hereby releases and discharges the other absolutely and forever from any and all claims or demands, past, present, or future, for spousal support.

31. **Validity of Agreement.** This Agreement shall be binding upon the parties hereto with respect to the above-entitled action, or any other action between the parties and it is agreed that the material provisions of this Agreement shall be incorporated in and made a part of any judgment or decree entered into this action.

32. **Full Disclosure and Reliance.** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

33. **Acknowledgment of Agreement.** The parties have read this Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Agreement is fair, just, and equitable under the circumstances, and it has been made in aid of an orderly and just determination of the property settlement in this matter satisfactory to both parties. This Agreement is being entered into by the parties subsequent to the definite understanding between them that there can be no reconciliation.

IN WITNESS WHEREOF, The parties hereto have signed this Agreement this ____ day of _____, ____.

Plaintiff

STATE OF NORTH DAKOTA)
)
COUNTY OF _____)

On the ____ day of _____, _____, before me personally appeared _____, known to me to be the same person described in and who executed the within and foregoing instrument and acknowledged to me that (he) (she) executed the same.

Notary Public

Defendant

STATE OF NORTH DAKOTA)
)
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, known to me to be the same person described in and who executed the within and foregoing instrument and acknowledged to me that (he) (she) executed the same.

Notary Public

APPENDIX A

PARENTING PLAN

Definitions

"Major Decision making responsibility" means the responsibility to make decisions concerning the children. The term may refer to decisions on all issues or on specified issues, but not child support issues.

"Parental rights and responsibilities" means all rights and responsibilities a parent has concerning the parent's children.

"Parenting plan" means a written plan describing each parent's rights and responsibilities.

"Parenting schedule" means the schedule of when the children are in the care of each parent.

"Parenting time" means the time when the children are to be in the care of a parent.

"Residential Responsibility" means a parent's responsibility to provide a home for the children.

1. **Residential Responsibility for Minor Children.** Adeline shall have Primary Residential responsibility for the minor children; namely, A.L.J. and P.R.J. Her place of residence shall also be the legal residence of the children for purposed of school attendance.

2. **Parenting Schedule.** Philip shall have every other weekend with the children from after school or 5:00 p.m. on Friday to 5:00 p.m. on Sunday. He shall also have one night a week from after school until 8:00 p.m. on mutual agreement of the parties. This shall be called the "Regular Parenting Schedule"

3. **Summer Parenting Schedule.** Philip shall have alternating weeks with the minor children commencing on the first Friday after school lets out at 5:00 p.m. until the following Friday at 5:00 p.m. and alternating therein after until he has exercised six

(6) weeks of summer parenting time.

4. **Holiday Parenting Schedule.** The parties have adopted a Holiday Parenting Schedule which is attached as Appendix B.

These provisions set forth where the children will reside and what contact the children will have with each parent. As parents, we recognize that the children benefit from ongoing and frequent contact with both of us. Thus, if events beyond our control; such as, illness or family emergencies, prevent parenting time from occurring; we agree it is in our children's best interest to arrive at a mutually agreeable substituted parenting time, as quickly as feasible. We also recognize that there will be times that substituted parenting time will not be possible due to the children's schedules, or our own. We agree to follow our dispute resolution plan in resolving any conflict which may arise.

5. **Major Decision Making.** The major decisions about the children shall be made under the following principles and in the following manner:

- A. **Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the children are in that parent's care.
- B. **Non-Emergency Medical Decisions:** Non-emergency Medical Decisions will be jointly made by Philip and Adeline.
- C. **Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the children while the children reside with that parent, except as provided below:
- D. **Education Decisions:** Each parent will communicate with his/her children's schools to remain informed about his/her children's needs, progress, and special events including parent-teacher conferences. Each parent agrees to share information about their children's school progress, behavior, and events with each other. Each parent realizes college or technical training is important and he/she will encourage and support their children's efforts for further education. Philip and Adeline shall make major decisions relating to the children's education jointly.

E. Religion and Cultural Heritage: The parents will discuss major religious and/or cultural events involving their children and major decisions about such will be made jointly by Philip and Adeline.

6. Parental Rights and Responsibilities:

A. Records. Both parties may have access to the children's medical, dental and school records. Each parent must communicate with the other parent with regard to grade reports, extra-curricular activities, and any other notices from the school and related entities concerning the children. The children's school(s) must be notified of the split households and advised to send copies of the children's school documents, notices and related information to each parent. Both parents retain the right and shall notify and authorize the school, and the children's doctors and other professionals to communicate directly with and outside the presence of the other parent. Each parent shall be listed as the children's aren't and as an emergency contact with the school, and all health professionals unless directed by court order to the contrary. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the children. If the child is taking medications, the parents shall communicate regarding instructions, dosage, and related information.

B. Communication. Communication between parents and children shall be liberally permitted at reasonable hours and at the expense of the parent initiating contact. The children may, of course, communicate with either parent though at reasonable hours and frequencies. All other times, the parent with whom the child is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent should facilitate the communication between the child and the other parent. The parties intend that each child shall have a cellular phone in the near future.

C. Exchanging Information. Both parents shall notify the other parent in writing of any change in residence, telephone numbers, names and addresses of employers, changes in health insurance coverage for the children, and changes in health insurance available through employer which could cover the children.

D. Medical/Dental/Mental Health Care: The parents recognize the importance of providing their children with good health care. This may include dental, physical health and psychological/counseling services for their children's guidance and behavioral health.

E. Medical Insurance Coverage: The parent who has medical insurance coverage on the children shall supply to the other parent an insurance card and, as applicable, insurance forms and a list of insurer-approved or HMO-qualified health care providers in the area where the other parent is residing. Adeline and Phillip shall each be responsible for Fifty percent (50%) of the deductible and non-insured medical, dental, orthodontic, ocular, and mental health expenses of the minor children. Each party shall provide written verification of these expenses to the other prior to requesting payment, and each party shall pay his or her share of such expenses no later than thirty (30) days following receipt of the written verification. When there is an obligation to pay medical expenses, the responsible parent shall be promptly furnished with the bill by the other parent. The parents shall cooperate in submitting bills to the appropriate insurance carrier. Thereafter, the parent responsible for paying the balance of the bill shall make arrangements directly with the health care provider and shall inform the other parent of such arrangements. Insurance refunds should be promptly turned over to the parent who paid the bill for which the refund was received.

F. Agreement to Foster Relationship: Each of the parties is to exercise in the utmost good faith their best efforts, at all times, to encourage and foster the maximum relationship of love and affection between the minor children of the parties and the other party.

Neither party is to, in any way, impede, obstruct, or interfere with the exercise by the other of his or her right to custody and visitation and neither of them, at any time hereafter, will in any manner disparage, criticize, or condemn the other parent to, or in the presence of, the said minor children, nor promote or in any other way encourage any other relative or third party to so act.

The parties will always conduct themselves in such a manner as to be conducive to the welfare and best interests of the minor children. Each parent will have the right to consult with school authorities and medical authorities and to review all school and medical records. Each parent shall have the right to participate in all events that are important in the life of the children.

The custodian of a child must inform the non-custodian, in writing, of the address and location of said child immediately upon and after any relocation and neither party may relocate the child out of the current resident State without the prior written consent of the other party or in the

alternative, without a written Order of the Court.

7. Residence of the Children: In accordance with the provisions of N.D.C.C. § 14.09.07, a parent entitled to the residential placement of a child may not change the residence of the child to another state except upon order of the Court or with the consent of the non-custodial parent.

8. Dispute Resolution: As parents, we recognize that the parenting plan imposes specific requirements and responsibilities; however, when family necessities, illnesses, or commitments reasonably so require, we will modify the parenting plan fairly. We also anticipate that at some point circumstances may fundamentally change, and agree that we will review the parenting plan as needed using the dispute resolution provisions as follows:

Resolution of Conflict. Any claim or controversy arising under this Agreement involving parenting time, residential placement, and/or child support which cannot be resolved by the parties through direct communication without mediation, shall be promptly submitted to mediation.

a. **Definition of Mediation.** Mediation is a voluntary process entered into by the parties. In this process, the parties continue direct communication with each other, but with the assistance of a neutral person who is the mediator, which mediator has no authority to require any concession or agreements. A good faith effort shall be made to resolve any claim or controversy arising between the parties.

b. **Mediator.** The mediator shall be appointed by selecting a list of five qualified mediators and alternately striking names. Adeline shall have first strike.

c. **Duties and responsibilities of Mediator.** The mediator shall have the duty and responsibility to assist the parties in resolving all issues submitted for mediation.

d. **Duties of Parties.** Both parties shall cooperate and operate in good faith to resolve the matter(s) in dispute with the assistance of the mediator.

e. **Payment of Costs.** Both parties shall share the mediator's fees and disbursements equally unless they mutually agree otherwise. The mediator shall provide the parties with his/her fee and disbursement schedule in advance of mediation.

f. Confidentiality and Privilege. Within the limits of the law, the mediator will accord confidentiality and privilege to all communications with the parties.

g. Restrictions. The mediator shall not participate as a witness, collateral contact or attorney in a custody or parenting time study or inquiry involving either party. Further, neither party may ever call the mediator as a witness to testify in any proceeding involving their child or the subject matter of the mediation.

h. Compromise or Offers to Compromise During Mediation or Arbitration. State statute shall be applicable throughout the entire process of mediation.

i. Applicability of Dispute Settlement Procedures. The above procedure(s) shall apply to any claims or controversies regarding parenting time.

After the parenting plan has been made a part of a court order for judgment, repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan. One parent's failure to comply with a provision of the parenting plan does not affect the other parent's obligation to comply with the parenting plan. Violation of provisions of this plan with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

After this parenting plan has been made a part of a court order or judgment, repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan. One parent's failure to comply with a provision of the parenting plan does not affect the other parent's obligation to comply with the parenting plan. Violation of provisions of this plan with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

Dated this __ day of _____, 20__.

Plaintiff

Dated this __ day of _____, 20__.

Defendant

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of _____, 20____, before me, a Notary Public, in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he/she executed the same.

Notary Public

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of _____, 20____, before me, a Notary Public, in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he/she executed the same.

Notary Public

APPENDIX B

HOLIDAY/SPECIAL DAYS

<u>Holiday</u>	<u>Odd Years</u>	<u>Even Years</u>
New Years Eve/Day December 31 @ 5:00 p.m. to January 1 @ 7:00 p.m.		
Easter Weekend Friday @ 5:00 p.m. to Monday @ 9:00 a.m.		
Mother's Day 9:00 a.m. – 7:00 p.m.	Mother	Mother
Memorial Day 9:00 a.m. – 7:00 p.m.		
Father's Day 9:00 a.m. – 7:00 p.m.	Father	Father
4 th of July July 4 @ 9:00 a.m. to July 5 @ 9:00 a.m.		
Labor Day 9:00 a.m. – 7:00 p.m.		
Thanksgiving Weekend* Wednesday @ 5:00 p.m. to Monday @ 9:00 a.m.		
Christmas Break**		
Christmas Eve Day December 23 @ 5:00 p.m. to December 25 @ 9:00 a.m.		
Christmas Day December 25 @ 9:00 a.m. to December 26 @ 5:00 p.m.		
Child's Birthday		