

IN THE SUPERIOR COURT OF _____ COUNTY
STATE OF GEORGIA

_____,)
)
Plaintiff,)
)
v.) Civil Action No. _____)
)
_____,)
)
Defendant.)

SETTLEMENT AGREEMENT

This is an agreement by and between _____ [Name],
(hereinafter referred to as "Plaintiff") and _____ [Name],
(hereinafter referred to as "Defendant").

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

WHEREAS, the child(ren) born as issue of the marriage is/are:

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

WHEREAS, the parties desire to settle between themselves all questions of division of property, child custody, visitation, child support, 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:

SEPARATION

1.

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.

CUSTODY AND VISITATION

2.

The parties agree that the welfare of the child(ren) is of paramount importance and each agrees to foster and encourage a feeling of affection between themselves and the child(ren). Neither party shall do anything to hamper the natural development of the children's love and respect for the other party.

3.

Legal and physical custody (Check only one: a, b, or c)

a) The Plaintiff/ Defendant shall have the temporary and permanent legal and physical custody of the minor child (ren) born as issue of the marriage.

b) The Plaintiff and Defendant shall share joint legal custody of the minor child (ren). The parties shall share decision-making concerning the children; however, the Plaintiff/ Defendant shall have the right to make the final decision in the event the parties cannot agree.

Primary physical custody of the minor child (ren) shall be with the Plaintiff/ Defendant as follows: _____

Secondary physical custody shall be with the Plaintiff/ Defendant as follows: .

c) The Plaintiff and Defendant shall share joint legal custody and joint physical custody of the minor child (ren).

Physical custody shall be shared by the parties as follows: _____

The parties shall share decision making concerning the child (ren); however, in the event the parties cannot decide, the Plaintiff/ Defendant shall be the tiebreaker and make the final decision.

4.

Visitation (Choose only one: a or b)

a) The Plaintiff/ Defendant shall have the right of visitation with the minor children as follows:

b) The visitation schedule is attached hereto and incorporated herein.

CHILD SUPPORT

Please go to <http://www.georgiacourts.org/csc/> and complete the Child Support Worksheet. Then print it out and include it in your divorce papers. **Your papers will NOT be accepted for filing without these documents.**

5.

Child support amount

The _____ shall pay to the _____, as support of the minor child(ren), the sum of \$ _____ * per week/ bi-weekly/ month, starting on _____, and continuing per week/ bi-weekly/ month thereafter until each respective child reaches the age of eighteen (18), or so long as the child is enrolled in and attending secondary school (not to exceed age twenty (20)), marries, dies, or becomes otherwise emancipated. The child support obligation shall be reduced as follows as each child becomes emancipated:

*This amount was derived from line 13 of the Child Support Worksheet, which is attached hereto as Exhibit 1.

6.

Child support method of payment (Check only one: a or b)

a) All payments of child support shall be paid directly to the _____ at the following address:

_____. No Income Deduction Order will be entered into at this time. However, when ever, in violation of

the terms of this Agreement, there shall have been a failure to make the support payments due hereunder so that the amount unpaid is equal to or greater than the amount payable for one (1) month, the payments required to be made may be collected by the process of continuing garnishment for support. In the event _____ fails to pay any child support obligation in this Agreement on a timely fashion on any three (3) occasions in any twelve (12) month period, the parties agree that an income deduction order shall then be entered.

b) All payments of child support shall be paid by the employer of the non-custodial parent pursuant to an income deduction order.

c) All payments of child support shall be paid to Georgia Child Support Enforcement pursuant to an Income Deduction Order.

7.

Health insurance

The Plaintiff/ Defendant shall maintain a policy of medical, dental, and hospitalization insurance for the benefit of the minor child(ren) for so long as the child support obligation set forth herein exists. Costs not covered under the insurance policy shall be divided between Husband and Wife as follows: _____

The Husband/ Wife shall provide the Husband/ Wife with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the Husband/ Wife in submitting claims under the policy.

8.

Alimony (Check only one: a or b)

a) The Plaintiff/ Defendant shall pay to the Plaintiff Defendant as alimony the sum of \$_____ per month, to be paid beginning on _____ and to continue thereafter until the payee remarries or dies OR the specific period of time: _____

b) The parties hereby expressly waive alimony for the past, present, and future.

9.

Division of property (Check only one: a, b or c)

a) The parties acknowledge that they have no marital property to divide.

b) The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment, and other such personalty. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.

c) The parties acknowledge that they possess various items of jointly owned property, which shall be divided as follows:

11.

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.

12.

No Agreements other than this one

☒ This Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein.

13.

Enforceability

☒ 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.

IN WITNESS WHEREOF, the parties have signed their names, this _____ day of _____, 20____.

Plaintiff
[Sign in the presence of a Notary Public]

Plaintiff's Address: _____

Plaintiff's Telephone(s): _____

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

Notary Public
My Commission Expires: _____

Defendant
[Sign in the presence of a Notary Public]

Defendant's Address: _____

Defendant's Telephone(s): _____

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

Notary Public
My Commission Expires: _____