

JUDICIAL BRANCH OF ARIZONA
IN MARICOPA COUNTY

ALTERNATIVE DISPUTE RESOLUTION

(Name of Petitioner)

Case Number: _____

AGREEMENT BETWEEN THE PARTIES
PURSUANT TO ARIZ. R. FAM. LAW.
PROC. 69 (WITH CHILDREN)

(Name of Respondent)

FULL SETTLEMENT
 PARTIAL SETTLEMENT

This is the time set for the **Settlement Conference** held _____ before Judge *Pro Tempore* _____

The assigned Judge on this case is _____

Attending this conference are:

Petitioner Petitioner's Counsel Respondent Respondent's Counsel
 Interpreter Other _____

Has sixty days passed from service of the initial petition Yes No

Is there an Order of Protection in effect now Yes No

Have CPS or police been called on
Petitioner Yes No
Respondent Yes No

Has there been a drug conviction within the last 12 months for
Petitioner Yes No
Respondent Yes No

Does either party have a pending bankruptcy case?
Petitioner Yes No Respondent Yes No

Has a discharge been entered? Yes No If NO, what is the case number? _____

PREGNANCY:

Wife is **not** pregnant
 Wife is pregnant, and the husband is or is **not** the father of the child.
 A child who is common to the parties is expected to be born this date: _____.

CHILDREN: All minor children common to the parties as follows:

NAME (S) OF CHILD (REN)	D/O/B(s)	AGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If born prior to marriage, has proof of paternity been presented? Yes No

PARENT INFORMATION PROGRAM:

Petitioner has has **not** attended the Parent Information Program Class.

Respondent has has **not** attended the Parent Information Program Class.

LEGAL DECISION MAKING:

The parties are unable to reach an agreement concerning legal decision making

SOLE LEGAL DECISION MAKING: The condition under which one person, **Mother**
 Father shall have sole legal decision making of the minor child(ren).

Both parties agree to **SOLE LEGAL DECISION MAKING:** Sole legal decision making
to **Mother** **Father**

JOINT LEGAL DECISION MAKING: The condition under which both parents share legal
decision making and neither parent's rights are superior except with respect to specified
decisions as set forth by the court or the parents in the final judgment or order.

Both parties agree to joint legal decision making.

Mother **Father** will have the primary residence of the child(ren)

Neither party shall be designated as the primary residence for the child(ren).

EQUAL PARENTING TIME/PARENTING TIME: The condition under which the
physical residence of the child(ren) is shared by the parents in a manner that assures that
the child(ren) has/have substantially equal time and contact with both parents.

Both parties agree to EQUAL PARENTING TIME or PARENTING TIME

CHILD SUPPORT

The parties are in agreement that child support will paid by the **Mother** **Father**
using the child support guidelines.

The parties agree on the following child support amount of _____
to be paid to the **Mother** **Father**.

The parties are in agreement to a deviation from the child support guidelines
in the amount of _____ to be paid to **Mother** **Father**.

A child support order currently exists signed on _____ in the amount of _____.

The parties agree to have child support calculated prior to the final agreement.

The parties are **unable** to reach an agreement concerning child support.

MEDICAL, DENTAL AND VISION INSURANCE, PAYMENTS, AND EXPENSES:

Parties agree

- Petitioner Respondent will provide medical, dental and vision insurance for the minor child(ren).

FURTHER: Unreimbursed health care expenses shall be allocated as follows:

- Petitioner will pay _____ % **AND**
 Respondent will pay _____ %
 The parties will pay proportionate to their incomes.
 The parties are **unable** to reach an agreement concerning medical, dental and vision insurance.

TAX DEDUCTION: The parties agree that they shall claim as income tax dependency exemptions on federal and state tax returns as follows.

Parent entitled to claim:

Name of child(ren)

Mother to take tax deduction on _____

- Even year's Odd years Every year.

Name of child(ren)

Father to take tax deduction on _____

- Even year's Odd years Every year.
 The parties agree to take tax deductions based on proportionate to child support worksheet guidelines.

TAX RETURNS: * Subject to IRS Rules and Regulations.

For prior years _____ through _____, the parties agree to:

- File **joint** federal and state income tax returns, and hold the other harmless from half of all additional income taxes and costs, if any, and each party shall share equally in tax refunds, if any.

For prior years, _____ through _____, the parties agree to:

- File **separate** federal and state income tax returns.
 Each party shall file **separate** tax returns this calendar year and continuing thereafter.
 Each party shall give the other party all necessary documentation to file all tax returns.
 The parties are **unable** to reach an agreement concerning tax return issues.

NAME CHANGE:

- Wife** requests that her former name be restored to _____.
- Husband** requests that his former name be restored to _____.
- The Petitioner and Respondent **do not** wish to have their former names restored.

SPOUSAL MAINTENANCE/SUPPORT:

- Parties are in agreement that the Petitioner will pay Respondent Spousal Maintenance/Support \$ _____ for the duration of _____ years.
- Parties are in agreement that the Respondent will pay Petitioner Spousal Maintenance/Support \$ _____ for the duration of _____ years.

- Parties are in agreement that **no** Spousal Maintenance/Support is needed for either party.
- Parties are **unable** to reach an agreement concerning Spousal Maintenance/Support.

COMMUNITY DEBTS:

- Parties agree on how to divide Community debts.
- Parties agree to be responsible for their own and separate debts as follows:

Creditors	*Account #	Amount Owed	Petitioner	Respondent	Disputed Debts
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Parties agree to submit a comprehensive inventory and breakdown of community debt to the other party by _____.

- The community debts shall be divided as follows:

Creditors	*Account #	Amount Owed	Petitioner	Respondent	Disputed Debts
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Any debts or obligations incurred by either party before the date of separation that are not identified in the list above or attached, shall be paid by the party who incurred the debt or obligation and that party shall indemnify and hold the other party harmless from such debts.

- The parties are **unable** to reach an agreement concerning debts.

***DO NOT LIST COMPLETE ACCOUNT NUMBER**

PERSONAL PROPERTY:

- Community personal property has already been distributed prior to conference to both Petitioner and Respondent. Each party to be awarded the personal property in their respective possession.
- The parties are **unable** to reach an agreement concerning personal property.
- The parties **agree** to a division of community personal property as follows:

DIVISION OF COMMUNITY PROPERTY: (Be very specific in your description of the property)

Community property is awarded to each party as follows:

LIST OF COMMUNITY PROPERTY AWARD TO:

	Petitioner	Respondent
<input type="checkbox"/> Household furniture/furnishings. (Be specific.) _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Appliances. (Be specific.) _____ _____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> TV /VCR/DVD (Be specific) _____ _____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Personal Computer. (Be specific) _____ _____	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Other (Be specific) _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Motor vehicle_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Motor vehicle_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cash, bonds of \$_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Award each party the personal property in his/her possession.	<input type="checkbox"/>	<input type="checkbox"/>

DIVISION OF REAL PROPERTY: Section A is for one piece of real property. Section B is for a second piece of real property.

A. Real property located at (address)_____.

The real property as described above is:

Awarded to Petitioner or Respondent as his/her sole and separate property.

OR

Shall be sold and the proceeds divided as follows:

_____ % or \$_____ to Petitioner.

_____ % or \$_____ to Respondent.

B. Real property located at (address)_____ .

The real property as described above is:

Awarded to Petitioner or Respondent as his/her sole and separate property.

OR

Shall be sold and the proceeds divided as follows:

_____ % or \$_____ to Petitioner.

_____ % or \$_____ to Respondent.

More than two pieces of property are involved. See attached sheet listing the same information as in Sections A and B.

The value of the property is unknown and the parties agree to have a comprehensive analysis or appraisal done prior to the final agreement or by _____ date.

Parties agree that Petitioner Respondent will refinance real property on or before _____. If unsuccessful, the real property will be _____.

The parties are **unable** to reach an agreement concerning real property.

There is no community real property.

DIVISION OF RETIREMENT, PENSION, DEFERRED COMPENSATION:

The parties agree that any community interest in any retirement benefits, pension plans, or other deferred compensation described below will be allocated as follows:
Petitioner's: _____
Respondent's: _____

The parties agree they will submit a Qualified Domestic Relations Order to the assigned Judge by _____.

Each party **waives and gives up** his or her interest in any retirement benefits, pension plan, or other deferred compensation of the other party.

Neither party has a retirement, pension, deferred compensation, 401K Plan and/or benefits.

The parties are **unable** to reach an agreement concerning retirement, pension plan or other deferred compensation.

LEGAL FEES:

- Petitioner will pay Respondent's legal fees in the amount of \$_____.
- Respondent will pay Petitioner's legal fees in the amount of \$_____.
- Each party will pay **their own** legal fees.
- The parties are **unable** to reach an agreement concerning legal fees.
- Legal fees do not apply to this case.

ADDITIONAL AGREEMENTS:

ADDITIONAL ISSUES NOT AGREED UPON:

OTHER ORDERS:

TIMELINE FOR PARTIES:

I am not under force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Agreement. The Agreement, with attachments, if any, that I have signed is our agreement. I have not agreed to something different from what is stated in this agreement. The provisions regarding the division of property and debt are fair and equitable.

Pursuant to Rule 69 of the Arizona Rules of Family Law Procedure, it is the intent of both parties that this agreement shall be binding.

This is NOT a finalized divorce decree. This agreement merely provides a statement of resolution to some of the issues involved in your case.

Petitioner: _____

Date: _____

Respondent: _____

Date: _____

If either party is represented by a lawyer, the lawyer must sign:

Petitioner's Attorney: _____

Date: _____

Respondent's Attorney: _____

Date: _____