Petitioner/Party A:	
Address (if not protected):	
City, State, Zip Code:	
Telephone:	
Email Address:	
ATLAS Number:	For Clerk's Use Only
Lawyer's Bar Number:	_
Representing Self, without a Lawyer OR	Attorney for Petitioner OR Respondent
Respondent/Party B:	
Address (if not protected):	
City, State, Zip Code:	
Telephone:	
Email Address:	
ATLAS Number:	_
Lawyer's Bar Number:	_
Representing Self, without a Lawyer OR	Attorney for Petitioner OR Respondent
SUPERIOR COUR IN MARICOP	
	Case Number:
Name of Petitioner/Party A	CONSENT DECREE OF
	DISSOLUTION (DIVORCE)
	LEGAL SEPARATION
	of a Non-Covenant Marriage
	with minor children
Name of Respondent/Party B	

THE COURT FINDS:

1. This case has come before this court for a final Decree of Dissolution (Divorce) or Legal Separation. The Court has taken all testimony needed to enter a Decree, or the Court has determined testimony is not needed to enter the Decree. This Consent Decree states the terms of the Parties' agreement.

- 2. This Court has jurisdiction over the parties under the law.
- 3. This Court has jurisdiction under A.R.S. § 25-1031 over the child(ren) in this matter.
- 4. Where it has the legal power and where it is applicable to the facts of this case, this Court has considered, approved, and made orders relating to issues of spousal maintenance (alimony), the division of property and/or debts, legal decision-making, parenting time, and support of any minor child(ren).
- 5. The Parties agree to proceed by consent.
- 6. The provisions of this Decree are fair and reasonable under the circumstances and in the best interests of the minor child(ren) and the division of property and debt is fair and equitable.
- 7. At least 60 days have passed between the time Party B was served with the summons and complaint and the time the Parties filed for this Decree.
- 8. Arizona Residency: The requirements of A.R.S. § 25-312 for dissolution of marriage, or A.R.S. § 25-313 for legal separation have been met: If this is an action for legal separation, at the time this action was filed, Party A and/or Party B was domiciled in Arizona or was stationed in Arizona while a member of the United States Armed Forces. If this is an action for dissolution of marriage (divorce), Party A and/or Party B was domiciled or stationed in Arizona for more than 90 days.
- 9. Conciliation Court. The provisions relating to the Conciliation Court either do not apply or have been met.

10. Pregnancy and Paternity:

Party A is not pregnant.
Party A is pregnant and Party B is is not a parent of the child.
Party B is not pregnant.
Party B is pregnant and Party A is is is not a parent of the child.

- 11. Irretrievably Broken or Separate and Apart. If dissolution, the marriage is irretrievably broken or if legal separation, the parties desire to live separate and apart.
- 12. Covenant Marriage. This is a non-covenant marriage.

13.	Protective Orders: The effect, if any, of this Consent Decree on any existing protective orders is:
14.	Community Property and Debt: (Select one.)
	☐ The parties did not acquire any community property or debt during the marriage,
	OR
	The parties have agreed to a division of community property and/or debt as evidenced by their signatures on "Exhibit A" attached to and incorporated into this Decree. All community property and debt is divided pursuant to this Decree.
15.	Separate Property and Debt:
	☐ The parties did not acquire any separate property or debt during the marriage,
	OR
	There IS an agreement as to division of separate property and debt; all separate property and debt is divided pursuant to this Decree.
16.	Spousal Maintenance/Support: (Select one.)
	☐ Neither party is entitled to an award of Spousal Maintenance/Support,
	OR
	A party is entitled to an award of Spousal Maintenance/Support for the reason that:
	Party A, OR Party B
	Lacks sufficient property, including property apportioned to the spouse, to provide for that spouse's reasonable needs.
	Lacks earning ability in the labor market that is adequate to be self-sufficient.
	☐ Is the parent of a child whose age or condition is such that the parent should not be required to seek employment outside the home.
	Has made a significant financial or other contribution to the education, training, vocational skills, career, or earning ability of the other spouse or has significantly reduced that spouse's income or career opportunities for the benefit of the other spouse.

		Had a marriage of long duration and is of an age that may preclude the possibility of gaining employment adequate to be self-sufficient.
	If	spousal maintenance is to be awarded, the parties further agree: (Select one.)
		Spousal maintenance award shall be modifiable in accordance with Arizona law,
		OR
		That the circumstances of their futures are unknown, but each desires that the spousal maintenance awarded by their agreement, not be modifiable in the future for any reason. The parties understand that if there is a change in their economic circumstances in the future during the term of the spousal maintenance award, neither party shall have the right to seek nor shall the court have the authority to modify the amount or duration of the award.
17.	This	decree applies to the following minor child(ren): Name Date of Birth
	□ S	ame information for additional children listed on attached page made part of this document
	b	y reference.
18.	Paren	nt Information Program:
	A.	Party A has attended the Parent Information Program class as evidenced by the Certificate of Completion in the court file or attached. (Rule 45(c)(5)) OR
		Party A \(\subseteq has not attended the Parent Information Program class and shall be denied any requested relief to enforce or modify this decree until Party A has completed the class.
	B.	Party B has attended the Parent Information Program class as evidenced by the Certificate of Completion in the court file or attached. (Rule 45(c)(5))
		OR

	Party B \sum has not attended the Parent Information Program class and shall be denied any requested relief to enforce or modify this decree until Party B has completed the class.	
19.	Child Support: The court finds that Party A and Party B owe a duty to support the child(ren) listed above. The required financial factors and any discretionary adjustment pursuant to the Arizona Child Support Guidelines are as set forth in the Child Support Worksheet and is attached hereto and incorporated herein by reference.	
20.	Title IV-D or Temporary Assistance for Needy Family (TANF) programs: Does not apply OR Party A Party B is applying for or currently receiving TANF or services from the	
	Arizona Title IV-D program. Note: If one or both of the parties is or will be receiving TANF or Title IV-D support, you must obtain the Attorney General or county attorney approval by signature on the Final Order before you file it.	
21.	Legal Decision-Making and Parenting Time. The Court adopts the parties' stipulations in the Parenting Plan, which has been signed by the parties and submitted contemporaneous with the Decree. That Parenting Plan includes all information required by A.R.S. §§ 25-403.0 (parenting plan), 25-403 (best interests), 25-403.03 (domestic violence), 25-403.04 (drug of alcohol convictions by the parties), and 25-403.05 (sex offender status).	
22.	Domestic Violence:	
	If there has been domestic violence between the parties and legal decision-making is to be shared with or awarded to a parent who has committed an act of domestic violence, check appropriate box and explain. (A.R.S. § 25-403.03)	
	A. Domestic Violence has <u>not</u> occurred between the parties; OR	
	B. Domestic Violence has occurred between the parties, but:	
	1. It was mutual (committed by both parties), (see A.R.S. § 25-403.03(D)) OR	
	2. Neither party has committed an act of <i>significant domestic violence</i> (pursuant to	

		A.R.S. § 13-3601); there has not been a <i>significant history of domestic violence</i> between the parties; and it is otherwise still in the best interests of the minor child(ren) to grant joint or sole legal decision-making to a parent who has committed domestic violence because: (Explain)
23.	Drug or A	Alcohol Conviction within Last Twelve Months:
		A has been convicted of driving under the influence of alcohol or drugs, or was eted of any drug offense within 12 months of filing the request for legal decisioning.
		B has been convicted of driving under the influence of alcohol or drugs, or was eted of any drug offense within 12 months of filing the request for legal decisioning.
	under month	though, as indicated above, Party A and/or Party B has been convicted of driving the influence of alcohol or drugs, or was convicted of any drug offense within 12 as of filing the request for legal decision-making, the legal decision-making and/or ting time arrangement ordered by this Court appropriately protects the minor ren).
24.	_	cision-making Authority for Minor Child(ren): (Check/complete only if joint legal making is ordered.)
		The legal decision-making authority order or agreement is in the best interests of the minor child(ren) for the following reasons: (List the reasons.) Reasons:
		Provisions for legal decision-making and parenting time, if not described in this Decree, are attached as the Parenting Plan, and incorporated into this Decree. (Rule 45(c)(1))

Case No. _____

	Case No.
25.	Supervised or No Parenting Time: (Check and complete only if supervised or no parenting time is ordered.)
	NO Parenting Time ORSupervised Parenting Time with ☐ Party A ☐ Party B
	No parenting time or supervised parenting time is in the best interests of the minor child(ren), for the following reasons:
	(If supervised) Name of supervisor:
	The cost of supervised parenting time will be paid by:
	Party A, OR Party B, OR
	Shared equally by the parties
	Restrictions on parenting time (if applicable):
ТН	IE COURT ORDERS:
1.	DISSOLUTION of Marriage:
	The marriage is dissolved, and the parties are restored to the legal status of single persons, OR
	LEGAL SEPARATION:
	The parties are legally separated.
2.	NAME RESTORATION: (In a divorce case if one or both parties changed their last names as a result of the marriage, either spouse may (optionally) have his/her name legally restored to a pre-marital last name.)
	Party A's name is restored to: (Put only the last name here.)
	Party A's date of birth is:

			Case No.		
		Party B's name is restored to:	(Put only the last name here.)		
		Party B's date of birth is:			
3.	EN	FORCEMENT OF TEMPORARY ORDERS:			
		Not applicable.			
	A.	Temporary Orders:			
		All obligations ordered to be paid by the pardates of all temporary orders here)			
		are	e satisfied in full.		
		OR			
		Judgment is awarded against the party with to owing as of the date of this Decree, with the for the total amount of \$	e highest legal interest allowed by law,		
	В.	Protective Orders: This Consent Decree has protective orders (see # 13 above):			
4.	PREGNANCY AND PATERNITY:				
	A.	Pregnancy:			
		A child who is common to the parties is expe	ected to be born (date).		
		The orders below as to legal decision-making medical insurance/expenses do <u>not</u> include the to address these issues regarding this child we	his child; the court reserves jurisdiction		
		Children: This Decree includes all minor children	en common to the parties as follows:		
		NAME(S) of minor child(ren)	Date(s) of Birth		

B.	Paternity fo	or Children Not in Common	:	
	Minor children to whom this decree does not apply: It is ordered that:			
	during	•	-	ht to the minor child(ren) born e. This decree does not include
	NAME(S)	of minor child(ren)		Date(s) of Birth
	Child expe	cted to be born this date:		
C.	Paternity for	or Children in Common:		
	•	and Party B are the parent	s of these children	born to the parties before the
_	marriage:	Name		Date of Birth
<u>-</u>				
	the Stat to the S as follo or other	te of Arizona, the Clerk of State Office of Vital Records, ws: (List full name of the pa	Superior Court sha which is ordered tarty as appears on t	n this section who were born in ll forward a copy of this order o amend the birth certificate(s) he party's Social Security card should appear on the children's
	as a	I the name: (List one name of parent on the above-named ready listed.	• /	s birth certificate(s) if no name
	2. Nar	ne Change: (Optional) Th	e name(s) of the	minor child(ren) for whom

paternity/maternity has been established above shall be changed as follows:

	Current Legal Name New Na	me (optional)
D.	D. ADOPTION OF PARENTING PLAN ADDRESSING LEGAL D PARENTING TIME:	ECISION-MAKING AND
	The Court adopts and merges into this Decree the parties' signed contemporaneously with this Decree. As set forth in the Parenting making concerning the child(ren) is awarded as follows:	
	Sole Legal Decision-making to: Party A Party B	
	OR	
	☐ Joint Legal Decision-making to both parents.	
	Both Party A and Party B agree to act as joint legal dec children, pursuant to A.R.S. § 25-403. Neither parent domestic violence, as defined by A.R.S. § 13-3601; there domestic violence; and it is in the best interests of the mind legal decision-making despite any violence that occurred.	has committed significant is no significant history of
E.	E. PRIMARY RESIDENCE AND PARENTING TIME:	
	1. Primary Residence:	
	Neither parent's home is designated as the primary reside OR	ence,
	Party A's home as primary residence for following name	ed child(ren):
	Party B's home as primary residence for following name	ed child(ren):

2. Subject to Parenting Time as follows:
Reasonable parenting time rights as described in the Parenting Plan submitted contemporaneous with this Decree and made a part of this decree,
OR
☐ No parenting time rights to ☐ Party A OR ☐ Party B,
OR
☐ Supervised parenting time to ☐ Party A OR ☐ Party B according to the terms of the Parenting Plan submitted contemporaneous with this Decree and made part of this Decree. Parenting time may only take place in the presence of another person, named below or otherwise approved by the court.
(If supervised) Name of supervisor:
The cost of supervised parenting time (if applicable) shall be:
paid by Party A, OR
paid by Party B, OR
shared equally by the parties
Parenting time shall be restricted as follows: (if applicable):
CHILD SUPPORT:
The Child Support Order,, is attached hereto and incorporated by reference. (date of order)
Party A OR Party B shall pay child support to the other party in the amount of
\$ per month, payable the first day of the month following the
date this Decree is signed by the judge until further order of the court.

F.

G.	SPOUSAL MAINTENANCE/SUPPORT:
	1. Neither party shall pay spousal maintenance/support (alimony) to the other party,
	OR
	2. Party A OR Party B is ordered to pay to the other party the sum of
	\$ per month in spousal maintenance/support beginning the first
	day of the month after this Decree is signed. Each payment shall be made by the first
	day of each month after that and shall continue until the receiving party is remarried or
	deceased or until (date)
	This is a deviation from the amount recommended under the Spousal Maintenance Guidelines. The stipulated amount and duration will allow the receiving party to become self-sufficient. The Court finds that this amount is more appropriate or just.
	Reason(s) for deviation:
	All payments shall be made through the Support Payment Clearinghouse, PO Box 52107, Phoenix, Arizona 85072-7107 by Income Withholding Order, until all required payments have been made under this Decree. All spousal maintenance payments are governed by the applicable federal and state tax laws. It shall terminate upon the death of either party or remarriage of receiving party.
	Spousal maintenance modification:
	The spousal maintenance award shall be modifiable in accordance with Arizona law,
	OR

Case No
☐ The spousal maintenance award shall NOT be modifiable for any reason.
Attachment: The required financial factors and any discretionary adjustment pursuant to the Arizona Spousal Maintenance Guidelines are set forth in the Spousal Maintenance Worksheet and are attached hereto and incorporated herein by reference.
ROPERTY AND DEBTS: (Select any that apply)
1. Party A is ordered to pay all community debts unknown to Party B, AND
Party B is ordered to pay all community debts unknown to Party A, AND
Each party is ordered to pay his or her community debts starting the following date:
2. Each party is assigned his or her separate property and Party A must pay his/her separate debt, and Party B must pay his/her separate debt.
3. Other orders and relief relating to property or debt are contained in Exhibit A, which is attached and incorporated into this Decree.
4. This Decree can be used as a transfer of title and can be recorded. Parties shall sign all documents necessary to complete all transfer of title ordered in this Decree, such as motor vehicles, houses, and financial institution accounts. The parties shall transfer all real and personal property as described in Exhibit A to the other party on or before (date): by 5:00 p.m.
If the party required to transfer the property has not transferred the property to the party entitled to receive the property on or before the date and time listed above, the party entitled to receive the property is entitled upon application to a Writ of Assistance or Writ of Execution to be issued by the Clerk of Superior Court commanding the sheriff to put him or her in possession of the property.
Other orders and relief relating to property or debt, if any, are contained in "Exhibit A," which is attached and incorporated into this Decree.

	☐ Joint federal and state income tax returns and hold each other harmless from half of all additional income taxes if any and other costs, and each will share equally in any refunds,			
	OR			
	Separate federal and state income tax returns.			
	This calendar year and continuing thereafter, each party will file separate federal and state income tax returns.			
Г.	FINANCIAL INFORMATION EXCHANGES: In cases in which child support or spousal maintenance are ordered, then until such time as those would end under the orders in this Consent Decree, the parties shall exchange financial information (tax returns, spousal affidavits, earning statements and/or other related financial statements) every 24 months or as follows:			
Χ.	QUALIFIED DOMESTIC RELATIONS ORDER (QDRO):			
	A QDRO is not necessary;			
	A QDRO is submitted with this decree, OR			
	A QDRO will be submitted to the Court as soon as practicable as or not later than (date).			
	The Court shall retain jurisdiction over the subject matter of the QDRO.			
- - ⊿•	OTHER ORDERS: (List any other orders.)			
М.	FINAL APPEALABLE ORDER: There are no further matters that remain pending before the court and this judgment is a final order under Rule 78(c) of the Arizona Rules of Family Law Procedure.			
-	Date Judicial Officer			

SIGNATURES OF BOTH PARTIES UNDER OATH or AFFIRMATION

By signing below, in the presence of a Deputy Clerk of Superior Court or Notarial Officer, I swear or affirm that everything in this document is true and correct to the best of my knowledge, information and belief, including the following:

- 1. Non-Covenant Marriage. We do not have a covenant marriage.
- 2. Right to trial is waived. I understand that by signing this Consent Decree, I am waiving my right to a trial before a judge.
- 3. No duress or coercion. Complete agreement. I am not under any force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Consent Decree. This Decree with any attachments that I have signed is our full agreement. I have not agreed to something different from what is stated in writing in the Decree.
- 4. Legal advice. I understand that even if I am representing myself without an attorney, I have the right to be represented by an attorney. I have the right to call an attorney and get legal advice before I sign this Consent Decree.
- 5. Irretrievably broken marriage. I agree that our marriage is irretrievably broken. There is no reasonable prospect of reconciliation [or we desire to live separate and apart if this is a Legal Separation case].
- 6. Division of property. The agreement about division of property and debt attached as "Exhibit A," signed by both parties and made part of this document by reference, is fair and equitable.

Signatures

This signature page belongs to the form Consent Decree for Dissolution or Legal Separation with minor children and cannot be used with any other documents.

Petitioner/Party A:	Respondent/Party B:			
Date:	Date:			
Signature:	Signature:			
STATE OF	STATE OF			
COUNTY OF	COUNTY OF			
Subscribed and sworn to or affirmed before	Subscribed and sworn to or affirmed before me			
this: (date)	me this: (date)			
by	by			
Notarial Officer	Notarial Officer			
(Notarial Officer's Stamp or Seal)	(Notarial Officer's Stamp or Seal)			
If either party is represented by an attorney, the	e attorney must sign.			
Date Approved by Party A's Attorney				
Date A	Approved by Party B's Attorney			
	Services (DCSS) is involved in your case, a ce must approve the child support amount and			
Signature of DCSS Representative	 Date			

EXHIBIT A: PROPERTY AND DEBTS

l.	Division of Community Property: (property acquired during the n	narriage)				
	Award each party the furniture, furnishings, artwork, col cookware, and related items of personalty in his/her possession	_	pliances,			
	Community property is awarded to each party as follows:					
2.	List of Community Property: (Be very specific in your description of the property.)					
		AWARD				
	Household Furniture and Appliances: (Be specific.)	Party A	Party B			
		. 🗆				
		. 🗆				
	,	. 🗆				
		. 🗆				
		. 🗆				
	Video: TV /DVD / DVR/ VCR, etc: (Be specific)					
		. 🗆				
	,	. 🗆				
	Audio: Stereo/ Radio (Household or Portable): (Be specific)					
		. 🗆				

	AWAR Party A			
Computers and Related Equipment: (Be specific)	[
	[
Motor Vehicles: (Be specific)				
1. Year, Make, Model:				
Last 4 digits of VIN #				
2. Year, Make, Model:	[
Last 4 digits of VIN #				
3. Year, Make, Model:				
Last 4 digits of VIN #				
Cash, bonds of \$	[
Other:				
Other:				
Other:	_			
Other:				
Other:				
Continued on attached page				

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Case No.		
Case INO.		

•				1	~
3	1)1V1S10n	of Retirement	Pension	1)eterred	Compensation:
J.	DIVISION	or requirement,	T CHOICH,	Donon	Componsation

Warning: You should see a lawyer about your retirement, pension, deferred compensation, 401k plans and/or benefits. If you do not see a lawyer regarding these assets, you risk losing any interest you have in these plans and/or benefits. There are certain documents the plan administrator must have. Only a lawyer can help you prepare these documents. Neither party has a retirement, pension, deferred compensation, 401K Plan and/or benefits. OR Award each party his/her interest in any and all retirement benefits, pension plans, or other deferred compensation described as: OR Each party waives and gives up his/her interest in any and all retirement benefits, pension plans, or other deferred compensation of the other party. Division of Real Property: (Land and Buildings) Section A is for one piece of property. Section B is for another, separate property. A. Real property located at (address) The legal description of this property, as quoted from the DEED to the property* is: * If you do not provide a correct legal description, you may have to come back to

* If you do not provide a correct legal description, you may have to come back to court to amend the Decree to include the correct legal description.

The real property ("A") described above is awarded as the sole and separate property of:

Party A or Party B	3
OR	

Shall be sold and the proceeds divided as follows:

% or \$	to Party A
% or \$	to Party B

4.

	Case No			
B. Real property located at (address) _				
The legal description of this proper	y, as quoted from	the DEED to th	e property* is:	
* If you do not provide a correct le court to amend the Decree to include		•	come back to	
The real property ("B") described al	pove is awarded as	the sole and sep	parate property	
of: Party A or Party B				
OR Shall be sold and the proceed	ls divided as follov	vs:		
% or \$	to Pa	rty A		
% or \$	to Pa	rty B		
Continued on attached page(s).				
Division of Community Debt: (Debts is lawyer about how to divide secured and	•	• , ,	u should see a	
Community debts shall be divided as for	ollows:			
Creditor Name	Amount Owed	Amount to	Amount to	

Creditor Name	Amount Owed	Amount to be paid by Party A	Amount to be paid by Party B
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Continued on attached page.

5.

		Case No.		
6.	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.			
7.	. Separate Property: (Property acquired before the marriage or by gift or bequest party.)			
	Property recognized as the separate pro	perty of Party A or Part	y B, is assign	ned below:
	Description	Value	To Party A	To Party B
		\$		
		\$		
		\$		
		\$		
		\$		
8.	Continued on attached page. Separate Debt: (Debt acquired before the Debt recognized as the separate debt of	\$ \$ ne marriage.)	assigned below	w:
8.	Separate Debt: (Debt acquired before the	\$ \$ ne marriage.)	Party A Pays	w: Party B Pays
8.	Separate Debt: (Debt acquired before the Debt recognized as the separate debt of	\$ see marriage.) Party A or Party B, is a	Party A	Party B
8.	Separate Debt: (Debt acquired before the Debt recognized as the separate debt of	\$ see marriage.) Party A or Party B, is a Debt Amount	Party A	Party B
3.	Separate Debt: (Debt acquired before the Debt recognized as the separate debt of	\$ ne marriage.) Party A or Party B, is a Debt Amount	Party A	Party B
8.	Separate Debt: (Debt acquired before the Debt recognized as the separate debt of	\$ see marriage.) Party A or Party B, is a Debt Amount \$ \$	Party A	Party B
3.	Separate Debt: (Debt acquired before the Debt recognized as the separate debt of	\$ second	Party A	Party B

Continued on attached page.

Case No.	

Signature of Both Parties

This "Exhibit A" represents the agreement of the parties as to the division of property and debt. The terms of the agreement are fair and equitable and have been reached free of coercion, duress, or threat of force.

By signing below, each of us states to the court under penalty of perjury that we have read and understand Exhibit A, and that the information contained in the document is true and correct to the best of our individual knowledge and belief.

Party A's Signature	Date	
Party B's Signature	Date	
If either party is represented by an attorney, the	attorney(s) must sign:	
Party A's Attorney	Date	
Party B's Attorney		