

Petitioner/Party A: _____

Address (if not protected): _____

City, State, Zip Code: _____

Telephone: _____

Email Address: _____

Lawyer's Bar Number: _____

Representing ☐ Self, without a Lawyer OR ☐ Attorney for ☐

Petitioner OR ☐ Respondent

For Clerk's Use Only

Respondent/Party B: _____

Address (if not protected): _____

City, State, Zip Code: _____

Telephone: _____

Email Address: _____

Lawyer's Bar Number: _____

Representing ☐ Self, without a Lawyer OR ☐ Attorney for ☐ Petitioner OR ☐ Respondent

SUPERIOR COURT OF ARIZONA
IN MARICOPA COUNTY

Name of Petitioner/Party A

Case Number: _____

CONSENT DECREE OF
☐ DISSOLUTION (DIVORCE)

☐ LEGAL SEPARATION
of a Non-Covenant Marriage
with no minor children

Name of Respondent/Party B

THE COURT FINDS:

1. This case has come before this court for a final Decree of Dissolution of Marriage (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. 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), and the division of property and/or debts.
4. The Parties agree to proceed by consent.
5. The provisions of this Decree are fair and reasonable under the circumstances, and the division of property and debt is fair and equitable.
6. 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.
7. 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.
8. Conciliation Court. The provisions relating to the Conciliation Court either do not apply or have been met.
9. 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 not a parent of the child.
10. 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.
11. Covenant Marriage. This is a non-covenant marriage.
12. Protective Orders: The effect, if any, of this Consent Decree on any existing protective orders is:

13. 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.

14. Separate Property and Debt: (Select one.)

☐ 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.

15. 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.

THE COURT ORDERS:

1. DISSOLUTION of Marriage:

☐ The marriage of the parties 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 _____.

☐ Party B's name is restored to: _____ (Put only the last name here.)

Party B's date of birth is _____.

3. ENFORCEMENT OF TEMPORARY ORDERS:

☐ Not applicable. (SKIP TO question 4)

A. Temporary Orders:

☐ All obligations ordered to be paid by the parties in Temporary Orders dated (fill in dates of all temporary orders here) _____
_____ are satisfied in full.

OR

☐ Judgment is awarded against the party with the obligation up to the amount due and owing as of the date of this Decree, with the highest legal interest allowed by law, for the total amount of \$ _____.

B. Protective Orders: This Consent Decree has the following effect on any existing protective orders (See # 12 above): _____

4. SPOUSAL MAINTENANCE/SUPPORT:

A. ☐ Neither party shall pay spousal maintenance/support (alimony) to the other party, (SKIP TO question 5)

OR

B. ☐ 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

☐ The spousal maintenance award shall NOT be modifiable for any reason.

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.

FINANCIAL INFORMATION EXCHANGES: Until such time spousal maintenance 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:

5. PROPERTY AND DEBTS: (Select any that apply)

A. ☐ 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 from the following date: _____.

B. ☐ 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.

C. ☐ Other orders and relief relating to property or debt are contained in Exhibit A, which is attached and incorporated into this Decree.

- D. ☐ 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.

6. TAX RETURNS:

- ☐ Each party shall give the other party all necessary documentation to file all tax returns. For previous calendar years, pursuant to IRS rules and regulations, the parties will file:
- ☐ 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.

7. QUALIFIED DOMESTIC RELATIONS ORDER (QDRO):

- ☐ A QDRO is not necessary.
- ☐ A QDRO is submitted with the 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.

8. OTHER ORDERS: (List any other orders.)

9. 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

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 me

Subscribed and sworn to or affirmed before me

this: _____ (date)

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 attorney must sign.

Date

Approved by Party A's Attorney

Date

Approved by Party B's Attorney

EXHIBIT A: PROPERTY AND DEBTS

1. Division of Community Property: (property acquired during the marriage)

- ☐ Award each party the furniture, furnishings, artwork, collectibles, appliances, cookware, and related items of personalty in his/her possession.
- ☐ Community property is awarded to each party as follows:

2. List of Community Property: (Be very specific in your description of the property.)

AWARD TO:
Party A Party B

Household Furniture and Appliances: (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"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Video: TV /DVD / DVR/ VCR, etc: (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"/>

Audio: Stereo/ Radio (Household or Portable): (Be specific)

_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

AWARD TO:
Party A Party B

Computers and Related Equipment: (Be specific)

_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

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.

3. Division of Retirement, Pension, Deferred Compensation:

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:

4. 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 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

OR

☐ Shall be sold and the proceeds divided as follows:

_____ % or \$ _____ to Party A

_____ % or \$ _____ to Party B

B. 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 court to amend the Decree to include the correct legal description.

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

☐ Party A or ☐ Party B

OR

☐ Shall be sold and the proceeds divided as follows:

_____ % or \$ _____ to Party A

_____ % or \$ _____ to Party B

☐ Continued on attached page(s).

5. Division of Community Debt: (Debts incurred during the marriage) (You should see a lawyer about how to divide secured and unsecured debts.)

Community debts shall be divided as follows:

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

☐ Continued on attached page.

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 to one party.)

Property recognized as the separate property of Party A or Party B, is assigned below:

Description	Value	To Party A	To Party B
	\$	<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"/>

☐ Continued on attached page.

8. Separate Debt: (Debt acquired before the marriage.)

Debt recognized as the separate debt of Party A or Party B, is assigned below:

Creditor Name	Debt Amount	Party A Pays	Party B Pays
	\$	<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"/>

☐ Continued on attached page.

Signature of Both Parties (for Consent Decree)

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 this document, 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

Date