



# California Divorce Agreement

## 1. Parties and Case Information

This **Divorce Agreement** (this "**Agreement**") is made on \_\_\_\_\_ by and between the following parties;

**Spouse 1**

**Spouse 2**

Court case information (*if filed*):

**Court:**

**Case Name and Number:**

**Type of Action:**

## 2. Recitals

The Parties state the following facts as the basis for this Agreement:

**WHEREAS**, the Parties were married on \_\_\_\_\_ in \_\_\_\_\_ ;

**WHEREAS**, the Parties separated on \_\_\_\_\_ and have since lived separate and apart as spouses;

**WHEREAS**, the Parties desire to settle, in a clear and final manner, their rights and obligations regarding property, debts, support, and (if applicable) issues concerning their minor children;

**WHEREAS**, the Parties intend to submit this Agreement to the Superior Court of California for approval and for incorporation into a judgment of dissolution to the extent permitted by law.

In consideration of the mutual promises and agreements contained in this Agreement, the Parties agree as follows.

### 3. Purpose, Legal Effect, and Voluntary Agreement

This Agreement is intended to be a binding settlement of the issues addressed in it. The Parties agree that:

- Each Party enters into this Agreement voluntarily, without coercion, and with adequate time to review it.
- Each Party has had the opportunity to consult independent legal counsel of their choosing before signing.
- Each Party believes the terms are fair and understands that, once approved by the court and/or incorporated into a judgment, the terms may be enforceable as a court order.

### 4. Children of the Relationship

#### 4.1 Children Covered

This Agreement addresses the following children of the Parties;

Child's Full Name	Date of Birth	Current Grade/School

*(If there are no minor children of the relationship, the Parties will write "Not applicable" in the table above and the parenting and child support terms in this Agreement will not apply.)*

#### 4.2 Best Interests of the Children

For any term affecting the children, the Parties intend the arrangement to serve the children's best interests and acknowledge the court may review and modify child-related terms as permitted by California law.

## 5. Legal Custody and Physical Custody

The Parties agree that it is in the best interests of the minor children that custody be shared as follows:

**Legal Custody:** The Parties will have joint legal custody of the children. Each parent will have equal rights and responsibilities to participate in major decisions affecting the children, including decisions concerning education, non-emergency medical and dental care, mental health services, religious upbringing, and participation in significant extracurricular activities. The Parties will consult with each other in good faith and attempt to reach agreement before making any major decision. If an urgent decision must be made to protect a child's health or safety, the parent then caring for the child may act without prior consultation, and will notify the other parent as soon as reasonably possible with relevant details.

**Physical Custody:** The Parties will have joint physical custody of the children. The children will spend substantial and meaningful time with each parent as set out in the Parenting Time Schedule clause. Each parent will support the children's relationship with the other parent and will not unreasonably interfere with the other parent's parenting time.

The Parties acknowledge that the court retains authority over custody orders affecting the children and that the Parenting Time Schedule and related arrangements may be reviewed and adjusted by the court as permitted by law.

## 6. Parenting Time Schedule

### 6.1 Regular Weekly Schedule

The regular weekly schedule will be:

Day/Time	Parent with Children	Exchange Time	Exchange Location
Weekdays			
Weekends			

If the Parties use a rotating schedule (for example, 2-2-3 or week-on/week-off), they will describe it clearly here:

## 6.2 Holidays and School Breaks

Holiday and vacation schedules override the regular weekly schedule unless the Parties agree in writing otherwise. The Parties agree as follows:

## 6.3 Communication with Children

Each parent may have reasonable telephone/video contact with the children during the other parent's parenting time, at reasonable hours, without monitoring or interference.

## 6.4 Travel and Relocation Notice

Each parent will provide advance notice of out-of-area travel with the children when reasonably possible, including itinerary and contact information. Any request to relocate the children's primary residence will be addressed in good faith and, if necessary, by court process.

## 7. Child Support

### 7.1 Guideline Intent and Court Authority

The Parties acknowledge that California uses a guideline formula for child support and that the court retains authority to set child support consistent with applicable law.

### 7.2 Support Amount and Payment Terms

Effective \_\_\_\_\_, \_\_\_\_\_ will pay  
\_\_\_\_\_ child support of \$ \_\_\_\_\_ per  
\_\_\_\_\_, payable on or before \_\_\_\_\_, by wire transfer.

### 7.3 Health Insurance for Children

Children's health insurance will be maintained as follows:

Coverage provider:

Covered by:

Monthly premium attributable to children (if known): \$

#### 7.4 Unreimbursed Medical and Related Expenses

Unreimbursed or uncovered expenses for the children (including co-pays, deductibles, orthodontics, prescriptions, therapy, and other medically necessary costs) will be allocated as follows:

Spouse A pays: \_\_\_\_\_ %

Spouse B pays: \_\_\_\_\_ %

The parent who incurs an expense will provide documentation within \_\_\_\_\_ days. The other parent will reimburse their share within \_\_\_\_\_ days after receiving documentation.

#### 7.5 Childcare and Extracurricular Costs

Work-related childcare costs and mutually agreed extracurricular costs will be allocated as follows:

Spouse A pays: \_\_\_\_\_ %

Spouse B pays: \_\_\_\_\_ %

#### 7.6 Tax Dependency Claims for Children

Unless otherwise required by law or a court order, the Parties agree:

The following child(ren) will be claimed by Spouse A:

The following child(ren) will be claimed by Spouse B:

Each Party will sign reasonably necessary tax forms consistent with this clause, provided the other Party is current on child support for the applicable tax year unless prohibited by law.

### 8. Spousal Support

Effective \_\_\_\_\_, \_\_\_\_\_ will pay \_\_\_\_\_ spousal support of \$ \_\_\_\_\_ per month, payable on or before \_\_\_\_\_, by wire transfer.

Spousal support will continue until the earliest of \_\_\_\_\_; the death of either Party; or the remarriage of the receiving Party.

Spousal support may be modified only by a written agreement signed by both Parties or by a court order, to the extent permitted by law.



## 11. Personal Property and Household Items

The Parties agree to divide household furnishings, electronics, jewelry, artwork, tools, and personal items as follows:

Spouse A will receive:

Spouse B will receive:

Each Party will return any of the other Party's personal documents (passports, birth certificates, titles, photographs, and sentimental items) in their possession by \_\_\_\_\_.

## 12. Debts and Liabilities

The Parties allocate responsibility for debts as follows:

<b>Creditor</b>	<b>Debt Type</b>	<b>Approx. Balance</b>	<b>Responsible Party</b>	<b>Payment Terms/Deadline</b>

If a debt is assigned to one Party in this Agreement, that Party will pay it and will protect the other Party from loss related to that debt, including reasonable costs caused by nonpayment.

Each Party will be responsible for debts they personally incurred after the date of separation, unless the Parties expressly agreed in writing that the debt would be shared.

### **13. Name Change**

If requested, \_\_\_\_\_ intends to restore their former name to: \_\_\_\_\_ . The other Party will sign any documents reasonably required to carry out this clause, if any are needed.

### **14. Disclosure, Information Accuracy, and Omitted Assets**

Each Party represents that they have provided the other Party with a fair disclosure of their assets, debts, income, and expenses to the best of their knowledge.

If an asset or debt existing as of separation is later discovered and was not addressed in this Agreement, the Parties will promptly meet and confer in good faith to agree in writing on a fair allocation. If they cannot agree, either Party may seek court determination.

### **15. Mutual Release**

Except for the obligations stated in this Agreement (including obligations that continue after the divorce), each Party releases the other from all claims that either Party could have asserted against the other arising out of the marriage or separation, whether known or unknown, as of the date of signing.

### **16. Dispute Resolution**

Before filing a non-emergency motion to enforce or interpret this Agreement, the Parties will first attempt in good faith to resolve the dispute by:

- written notice describing the dispute and requested resolution; and
- a good-faith meet-and-confer (by phone, video, or in person); and
- if still unresolved, mediation with a mutually agreed mediator, unless a court requires a different process or an emergency requires immediate action.

### **17. Attorneys' Fees and Costs**

Unless otherwise agreed in writing, each Party will pay their own attorneys' fees and costs related to the negotiation and signing of this Agreement. Court-related fee shifting, if any, is subject to applicable law and court discretion.

## **18. Governing Law and Court Submission**

This Agreement is governed by the laws of the State of California. The Parties intend to submit this Agreement to the Superior Court of California, County of \_\_\_\_\_ for approval and request that the court incorporate the terms into a judgment of dissolution to the extent permitted by law.

If the court declines to approve a specific provision affecting children or other court-controlled matters, the Parties will cooperate in good faith to revise that provision to achieve as close as reasonably possible the original intent, while keeping the remainder of the Agreement in effect to the fullest extent allowed.

## **19. Implementation, Documents, and Deadlines**

Each Party will sign all documents and take all actions reasonably necessary to carry out this Agreement, including deeds, titles, account transfer forms, and authorizations required by third parties, within the deadlines stated in the relevant clause or, if no deadline is stated, within 30 days after signing.

## **20. Notices**

Formal notices under this Agreement will be sent to the addresses and emails listed in the Parties and Case Information clause, unless a Party updates their contact information in writing.

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## **21. Entire Agreement and Amendments**

This Agreement contains the entire understanding between the Parties concerning the matters covered. Any amendment must be in writing and signed by both Parties, and if required for enforceability, approved by the court.

## **22. Severability**

If any term is found unenforceable, the remaining terms will continue in effect to the extent allowed by law.

### **23. Electronic Signatures and Counterparts**

This Agreement may be signed in counterparts. Electronic signatures and electronically exchanged copies will be treated as originals for purposes of validity and enforcement.

By signing below, each Party acknowledges they have read and understood this Agreement and intend to be legally bound by it.

**Spouse 1**

**Name**

**Date**

**Signature**

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**Spouse 2**

**Name**

**Date**

**Signature**

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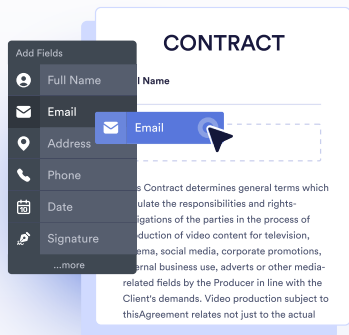


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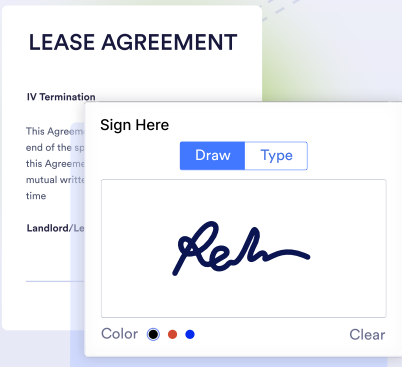
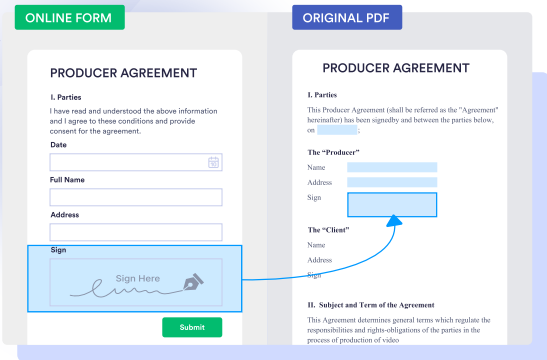
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