

Marital Settlement Agreement, California

This **Marital Settlement Agreement** ("**Agreement**") is made on _____ by and between the parties below:

Spouse One

Spouse Two

Spouse One and Spouse Two are referred to together as the "**Parties.**"

1. Recitals

WHEREAS, the Parties were married on _____ in _____.

WHEREAS, the Parties separated on _____.

WHEREAS, a proceeding for dissolution of marriage is pending, or will be filed, in the Superior Court of California, County of _____, Case No. _____.

WHEREAS, the Parties intend to resolve all issues arising from their marriage through this Agreement, subject to approval and entry of judgment by the court.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows.

2. Purpose and Effect of Agreement

This Agreement sets out the Parties' agreed division of property and debts, financial obligations, and other matters arising from their marriage. The Parties intend to submit this Agreement to the court for incorporation into a judgment of dissolution of marriage.

This Agreement does not itself dissolve the marriage. The marriage ends only when a California court enters a final judgment of dissolution.

3. Financial Disclosures

Each Party states that they have made a full and accurate disclosure of their assets, debts, income, expenses, and financial circumstances to the other Party. Each Party acknowledges receipt of the other Party’s disclosure information and has had a reasonable opportunity to review it.

Each Party confirms that they are entering into this Agreement voluntarily and with knowledge of the other Party’s financial circumstances. The Parties understand that California law may require specified financial disclosure documents and that this Agreement does not replace any required court filings.

4. Division of Community Property

The Parties agree that the community property of the marriage will be divided as follows:

Asset or Property	Awarded To	Terms of Transfer or Payment

Each Party shall sign any deed, title transfer, account instruction, release, or other document reasonably necessary to carry out the property division stated in this Agreement.

Unless specifically assigned in this Agreement, household goods, personal effects, and personal property currently in a Party’s possession shall remain that Party’s sole property.

5. Separate Property

Each Party shall retain all separate property now in that Party’s possession or control, including property owned before marriage, property acquired by gift or inheritance, and property identified below:

Separate Property	Owner	Notes

Neither Party claims any interest in the separate property awarded to the other under this Agreement.

6. Real Property

The Parties’ interest in the real property located at _____ shall be awarded to _____.

The receiving Party shall be solely responsible for all mortgage payments, property taxes, insurance, maintenance, repairs, and other costs related to the property from _____. The receiving Party shall make reasonable efforts to remove the other Party from any mortgage or loan obligation by _____.

If the other Party remains liable on a loan secured by the property, the receiving Party shall indemnify and hold that Party harmless from claims, costs, losses, and liabilities arising from the loan after _____.

7. Vehicles

The following vehicles shall be awarded as stated below:

Vehicle	Awarded To	Loan Responsibility	Title Transfer Deadline

The Party receiving each vehicle shall be responsible for registration, insurance, repairs, taxes, and all other costs associated with that vehicle after the transfer date.

8. Bank Accounts, Cash, and Investments

The Parties shall divide bank accounts, cash, brokerage accounts, cryptocurrency holdings, and other financial accounts as follows:

Account or Asset	Awarded To	Amount or Division Terms

Each Party shall cooperate in completing all account closures, transfers, or division instructions required to carry out this clause.

9. Retirement Benefits

The Parties agree that retirement accounts, pensions, deferred compensation plans, and similar benefits shall be divided as follows:

Plan or Account	Awarded To	Division Terms

The Parties shall cooperate in preparing and signing any court order or plan-specific document required to divide a retirement benefit. Neither Party shall withdraw, transfer, borrow against, or otherwise impair a retirement asset subject to division before the division is completed, except by written agreement of both Parties or court order.

10. Debts and Liabilities

The Parties shall be responsible for marital debts and liabilities as follows:

Debt or Liability	Responsible Party	Payment Terms

A Party assigned a debt shall pay it when due and shall indemnify and hold the other Party harmless from any claim, collection action, cost, or liability related to that debt. Assignment of a debt between the Parties does not change a creditor’s rights unless the creditor agrees in writing.

11. Spousal Support

Beginning on _____, _____ shall pay _____ spousal support in the amount of _____ per _____, payable on the _____ of each payment period. Spousal support shall continue until _____. The Parties acknowledge that the court retains jurisdiction over spousal support only to the extent stated in the final judgment and permitted by California law.

The Parties state that they have considered their respective incomes, earning capacities, needs, debts, property division, duration of the marriage, and other relevant circumstances before agreeing to this spousal support provision.

12. Children

The Parties state that all custody, parenting-time, child support, health insurance, uninsured health-care expenses, and child-related tax matters are addressed in the parties' stipulated judgment or court-approved orders entered in the dissolution proceeding.

Nothing in this Agreement is intended to limit the court's authority to make orders regarding the health, safety, welfare, custody, or support of any minor child.

13. Taxes

Each Party shall be responsible for taxes arising from income received by that Party after _____. The Parties shall file their federal, state, and local tax returns for the period ending _____ as _____.

Any tax refund, tax liability, interest, or penalty related to a joint return shall be allocated as follows:

_____.

Each Party shall provide the other with information and documents reasonably needed to prepare tax filings or respond to tax authorities. The Parties understand that this Agreement does not bind a taxing authority.

14. Insurance

Each Party shall be responsible for maintaining their own health, dental, vision, life, automobile, renter's, homeowner's, and other insurance after _____, except as otherwise required by a court order or specifically stated in this Agreement.

_____ shall maintain the following insurance coverage for the benefit of _____:

15. Name Restoration

_____ requests restoration of the former legal name of _____ through the judgment of dissolution.

16. Mutual Release

Except for obligations created by this Agreement, each Party releases the other from claims, demands, liabilities, and causes of action arising from acts, omissions, property, debts, or events occurring before the effective date of this Agreement.

This release does not apply to fraud, intentional concealment of assets or debts, enforcement of this Agreement, obligations concerning children, or rights that cannot lawfully be waived.

17. Cooperation and Further Documents

Each Party shall sign and deliver documents and take reasonable actions necessary to implement this Agreement. If a Party fails to sign a required document after written request, the other Party may seek court assistance to enforce this Agreement.

18. Voluntary Execution

Each Party acknowledges that they have read this Agreement, understand its contents, and enter into it freely and voluntarily. Each Party confirms that they have had the opportunity to seek independent legal advice before signing.

Neither Party has relied on a promise or representation not contained in this Agreement.

19. Enforcement

The Parties may seek enforcement of this Agreement through the Superior Court of California after it is incorporated into a judgment or otherwise enforceable under applicable law. A Party who fails to comply with this Agreement may be responsible for resulting losses, costs, and remedies available under California law.

20. Amendment

This Agreement may be amended only by a written agreement signed by both Parties and, when required, approved by the court. A modification of child custody or child support must comply with applicable law and court procedures.

21. Severability

If a court determines that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law.

22. Governing Law

This Agreement shall be interpreted under the laws of the State of California.

23. Entire Agreement

This Agreement contains the complete agreement of the Parties concerning the matters addressed in it. It replaces all prior oral and written discussions or agreements about those matters.

Signatures

By signing below, each Party confirms that they have read, understand, and voluntarily agree to this Marital Settlement Agreement.

Spouse One

Name

Date

Signature

Spouse Two

Name

Date

Signature



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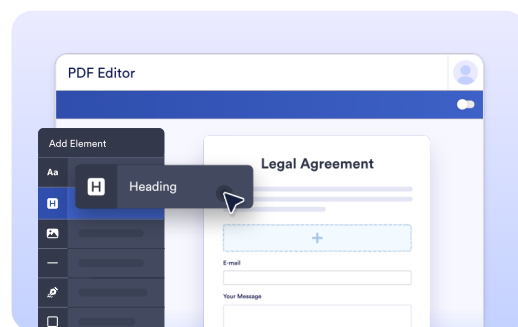
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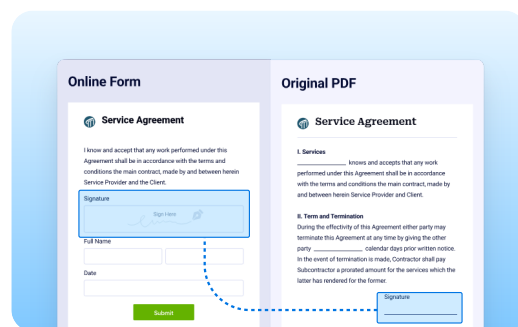
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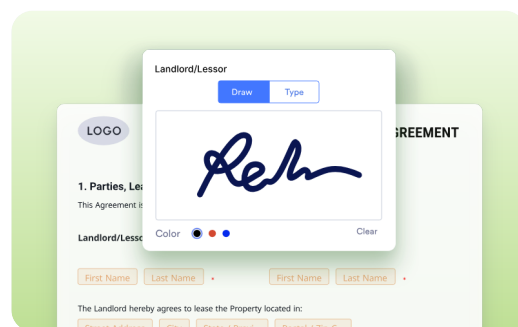
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