

Property and Financial Agreement <i>(Separation Agreement -Marriage)</i>	JDF 1115
District Court Colorado County: _____ Court Address: _____ Parties Petitioner (<i>Parent or person who started the legal case</i>): _____ Co-Petitioner/Respondent (<i>Other person in this case</i>): _____	▲ COURT USE ONLY ▲
Lawyer (if any) Name: _____ Address: _____ Phone: _____ E-mail: _____ Lawyer Reg. #: _____	Case Number: _____ Division: _____ Courtroom: _____

If you are getting divorced or legally separated, you may use this form to show the court how you and the other party plan to divide your property and debt and handle spousal support.

Be sure to include all items from both your Sworn Financial Statements, Form JDF 1111. This form provides a space for all items from that form. If there are other items to add, please put them in *Other Terms* on page 7.

If you need more space, you may attach extra pages to this form. You must sign each page you attach.

Important Debt Notice!

Debt that you have with your spouse – including for home loans, car loans, credit cards, will be your debt together until it is fully paid or refinanced under just one of your names.

But even if your name is taken off of the title and this agreement says you no longer are responsible for the debt the lender is not *required* to release you from the debt.

Avoid future joint debt:

Destroy all joint credit cards. Use only individual credit cards to avoid *future* joint debt.

Please check one of the below options:

- We agree on everything in this Property and Financial Agreement. We have both signed this form.
- We agree on some parts of this Property and Financial Agreement. We have both signed this form.
- No Agreement yet. I marked my preferences on this form. (The party that fills out and signs this form mails a copy to the other party.)

Owner's Responsibilities Whoever takes ownership of an asset must take care of any needed changes to the title (legal papers), pay for insurance, notify change of address, and any other ownership duties.

- If you refuse to sign any document needed for this agreement, the Court Clerk may do it on your behalf. (C.R.C.P. 70) The other party may also ask the court to *fine you* for disobeying a court order.

If you do not agree on everything, you must also fill out Form JDF 1129, *Pretrial Statement*. You may have to go to court/mediation to try to come to an agreement. (Not all courts require this – check with the court where you are filing.)

Section A: Assets

Questions 1-8 below is for items of value such as money and property you both have stated in the Sworn Financial Statement.

1. Real Estate

- Check one: The parties do not own any real estate
 The parties agree to divide their real estate in the following way

	Who takes ownership		Who will pay mortgage, taxes, insurance	
	PT	CPT/RSP	PT	CPT/RSP
Real Estate (Full Address)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The parties agree to (check all that apply):

- Sell the following real estate.
List property(ies): _____
After paying costs of the sale, the proceeds will be divided:
Petitioner (PT): _____%; Co-Petitioner/Respondent (CPT/RSP): _____%.
- Prepare needed documents, such as a Quit Claim Deed by (date): _____.
- Equity Pay-Out. The PT CPT/RSP will pay \$ _____ to the PT CPT/RSP by (date): _____.
- Transfer Ownership. The party who will take ownership of the property must transfer title, refinance the loan and remove the other party from the debt by (date): _____.
- Ownership and title have been transferred and the lender has been notified of this agreement.
- Other (Explain): _____

2. Automobiles / Recreational Vehicles

- Check one: The parties do not own any automobiles, recreational vehicles, or trailers.
 The parties agree to divide these items in the following way:

Vehicles				Person taking title		Person taking over expenses	
Year	Make	Model	VIN#	PT	CPT/RSP	PT	CPT/RSP
				<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"/>

The parties agree to (check all that apply):

- Sign over the title of the vehicle in their name by (date): _____.
- Transfer Ownership. The party who will take ownership and title of the vehicle must transfer title, refinance the loan and remove the other party from the debt by (date): _____.
- Title has already been transferred and the lender has been notified of this agreement.
- Other (Explain): _____

3. Bank Accounts/Cash

- Check one: The parties do not have any accounts (either together or separate).
 The parties agree to divide their accounts as listed below:

Name of: Bank/Financial Institution/Cash Include last 4 numbers of account	Type of Account (checking, savings, etc.)	PT 100%	CPT/RSP 100%	If Both - indicate % PT _____% CPT/RSP _____%
		<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"/>	

- Explain how the parties plan to transfer these funds according to this agreement if necessary:
- _____
- _____

4. Life Insurance

- Check one: Neither party holds life insurance.
 The parties agree to the following arrangement for life insurance (check one):

- Neither party is required to keep or have life insurance.
- Petitioner is required to have life insurance in the amount of: \$ _____ until: _____ (date) with the Co-Petitioner/Respondent as the beneficiary.
- Co-Petitioner/Respondent is required to have life insurance in the amount of \$ _____ (amount), until: _____ (date) with the Petitioner as the beneficiary.
- Other (explain): _____

5. Furniture, Household Goods, Other Personal Property

- Check one: Do not have any personal property to divide.
 Have already divided their personal property.
 Agree to divide their personal property as listed below:

Item (list)	Who will own?		Item (list)	Who will own?	
	PT	CPT/RSP		PT	CPT/RSP
	<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"/>

Agree to divide their personal property by (date): _____

Have made agreement (explain): _____

6. Investments and Retirement Accounts

Retirement accounts include all IRAs, 401Ks, pension plans, military retired pay, etc. (whether funded personally or by an employer)

Investments include all stock, bonds, mutual funds, or other investments which are not part of any retirement account(s)

Important! *There are strict rules for dividing retirement funds which may require a Qualified Domestic Relations Order (QDRO). Seek financial advice in preparing a QDRO.*

Check all that apply:

- Do not have any retirement funds.
 Do not have any investments.
 A QDRO will be prepared and filed separately.
 Costs to prepare the QDRO: Petitioner _____% Co-Petitioner/Respondent _____%
 Agree to divide / transfer funds by (date): _____
 The parties agree to the following arrangement for investments and retirement accounts:

Investment and Retirement Accounts (list)	Division of Funds	
	PT	CPT/RSP
	<input type="checkbox"/> _____%	<input type="checkbox"/> _____%
	<input type="checkbox"/> _____%	<input type="checkbox"/> _____%
	<input type="checkbox"/> _____%	<input type="checkbox"/> _____%

7. Miscellaneous Assets (includes all property not listed above)

- Check one: The parties do not have miscellaneous assets.
 The parties have already divided their miscellaneous assets.
 The parties agree to divide their miscellaneous assets (listed below) by (date): _____.

Miscellaneous Assets (list)	Who will own?		Miscellaneous Assets (list)	Who will own?	
	PT	CPT/RSP		PT	CPT/RSP
	<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"/>

Other (explain): _____

8. Separate Property

- Check one: The parties do not have separate property.
 The parties agree to the following arrangement for separate property.

Separate Property (list)	Who owns?		Separate Property (list)	Who owns?	
	PT	CPT/RSP		PT	CPT/RSP
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Other (explain): _____

Section B. Debts

This part is for money you **owe**. Examples: Credit cards, student loans, private loans from family/friend(s), and back IRS taxes.

This section is **not** for secured debts like mortgages or car loans, which you already listed above.

1. Unsecured Debts

- Check one: The parties do not have this kind of debt.
 The parties agree to the following arrangement to pay their debts.

Debt owed to (Company/Person)	Amount	Date of Balance	Person Responsible (If Both, indicate %)		
			PT	CPT/RSP	Both
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
			<input type="checkbox"/>	<input type="checkbox"/>	PT _____% CPT/RSP _____%
Total Debt PT Agrees to Pay					
Total Debt CPT/RSP Agrees to Pay					

Section C. Taxes Returns & Tax Refunds

- The parties will file (*check one*): joint separate married filing separately tax returns for the following tax year/s: _____
- The parties will share any state and federal tax refunds or taxes owed in the following way:
Petitioner: _____%; Co-Petitioner/Respondent: _____%.
- Other (*explain*): _____

Section D. Spousal Support (Maintenance or Partner Support)

Check all that apply:

Important! Each party must read the spousal support/maintenance guidelines at §14-10-114, C.R.S. Signing this form means you have read those guidelines.

- Both parties acknowledge that they have reviewed the spousal support/ maintenance guidelines contained in §14-10-114, C.R.S.
- Both parties forever waive their right to spousal support/maintenance.

Both parties agree to the following spousal support/maintenance agreement.

1. The Petitioner Co-Petitioner/Respondent must pay support as follows:

Monthly amount: \$ _____

Starting (*date*): _____

Ending (*date*): _____

How often (*check one*): monthly twice a month every 2 weeks every week

To be paid on the: _____ day of the (*check one*): week month

2. Pay To: (*check one*)

Family Support Registry (FSR), P.O. Box 2171, Denver, CO 80201-2171

Petitioner Co-Petitioner/Respondent

Other (*explain*): _____

3. The parties agree: (*check one*)

Option A - This spousal support agreement is contractual and **cannot** be changed in the future.

OR

Option B - The court **can** change these parts of the agreement according to § 14-10-122, C.R.S.

(*check all that apply*):

- The monthly payment amount.
- The date support ends.

Section E. Other Terms

Add other agreements that were not listed above in **Sections A – D**:

The parties have made other agreements not listed above, including (specify): _____

Before you sign, read this document carefully to make sure it correctly shows everything you agreed to. The court may not be able to enforce items that are not in this agreement.

Verification

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the _____ day of _____, _____, at _____
(date) (month) (year) (city or other location, and state OR country)

Print Petitioner's Name Petitioner's Signature

Lawyer Name (if any) Signature of Lawyer (if any)

Verification

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the _____ day of _____, _____, at _____
(date) (month) (year) (city or other location, and state OR country)

Print Respondent's Name Respondent's Signature

Lawyer Name (if any) Signature of Lawyer (if any)

If only **one** party has signed the Verification above, complete the *Certificate of Service* below.

Certificate of Service

I certify that on (*date*): _____ a copy of this document was served on the other parties by:

- Hand Delivery Colorado Courts Efiling
- Fax or email to (number/address): _____
- U.S. Mail, sent to this address:

To: _____

Signature

PILOT