

Complete all highlighted areas of this form. If something does not apply, use N/A

District Court <b>Douglas</b> County, Colorado Court Address: <b>4000 Justice Way Castle Rock Colorado 80109</b>	<p style="text-align: right;">This information is on the Petition</p> <p style="text-align: center;"><b>COURT USE ONLY</b></p>
In re the Marriage of: Doe  Petitioner: <b>Johnnie Doe</b> and Co-Petitioner/Respondent: <b>Jane Doe</b>	
Attorney or Party Without Attorney (Name and Address): <b>Jane Doe</b> <b>123 Spring Hill Drive</b> <b>Parker Colorado 80138</b> Phone Number: <b>123-456-7888</b> E-mail: <b>J.Doe@infoweb.com</b> FAX Number:      Atty. Reg. #:	Case Number: <b>17DR123</b> Division <b>9</b> Courtroom <b>9</b>
<b>SEPARATION AGREEMENT (MARRIAGE)</b>	

**EXAMPLE ONLY – COMPLETE FORM AS IT APPLIES TO YOUR SITUATION**

To promote the amicable settlement of disputes among parties, parties getting a divorce (dissolution of marriage) or legal separation may enter into a written separation agreement containing provisions for maintenance (spousal support) for either party and for the disposition of property and debt. The Court must follow the separation agreement as it pertains to the parties themselves and to property, unless the Court finds the agreement unconscionable, in which case it may order the parties to submit a revised agreement.

You may use this form as a separation agreement to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include notarized signatures.**

Check the box that applies

This is a:

- Full Agreement (We agree to everything and this Agreement is signed by both parties)**
- Partial Agreement (We agree to some things and this Agreement is signed by both parties)**
- No Agreement (Prepared by signer and mailed to the other party)**

If this is a partial Agreement or the Agreement was prepared by one party, please complete and file with the Court JDF 1129 - Pretrial Statement to identify issues that you have not agreed on. **This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.**

**Section 1: Assets READ ALL SECTIONS 1-5 AND ANSWER AS APPROPRIATE**

**You must list all assets as identified on the Sworn Financial Statement (JDF 1111).** If you do not own any assets within the category identified, please check the appropriate box. If you do own the asset, please identify who will have possession of the asset and who will be responsible for any obligations for the asset, if applicable.

It is important to remember that it is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institutions, insurance companies, etc. of any changes.

Petitioner ("P") throughout this Agreement means and refers to **Johnnie Doe** (name).  
Co-Petitioner/Respondent ("R" or Co-Pet./Resp.) throughout this Agreement means and refers to **Jane Doe** (name.)

### A. Real Estate (Check all that apply.)

- The parties do not own any Real Estate.  
 The parties agree to the following terms relating to all Real Estate owned.

Identify address	Party who will take ownership and title.		Party who will assume all obligations. (Mortgage, Taxes, Insurance)		
	P	R	P	R	Both (indicate %)
123 Spring Hill Drive Parker CO 80138	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	P ____% R ____%

- The parties agree to sell the Real Estate. Any proceeds or monies owed following the sale will be divided to the parties as follows: Petitioner: \$ 5000.00 or 50 % and Co-Pet/Resp: \$ 5000.00 or 50 %.  
 The parties agree to prepare documents (e.g. Quit Claim Deed) to transfer title by June 3 2018 (date).  
 The party who will take ownership and title of the property  
 will have 1 months from July 3 2018 (date) or  
 will have until July 4 2018 (date) to refinance the loan and remove the other spouse from the debt.  
 The parties agree to an equity payout.  
The  Petitioner  Co-Pet/Resp. will pay \$ 10,000.00 to the  Petitioner  Co-Pet/Resp. by July 4 2017 (date).

The parties have already transferred title and have notified the lender of the change in ownership per this agreement.

Other:

Any other Agreements reached by the Parties in regards

to Real Estate would go here.

Include all necessary information:  
dates, dollar amount or percentage.

### B. Motor Vehicles and/or Recreation Vehicles (Check all that apply.)

- The parties do not own any Motor Vehicles and/or Recreation Vehicles.  
 The parties agree to the following terms relating to all Motor Vehicles & Recreation Vehicles owned.

Identify type				Party who will take ownership and title.		Party who will assume all obligations. (Loan Payment, Registration, Insurance)		
Year	Make	Model	VIN#	P	R	P	R	Both (indicate %)
2016	Chevy	Cruz	99999999999999	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
2017	Ford	F250	99999999999999	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	P ____% R ____%
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%

- The parties agree to sign over the respective title of each vehicle by July 4 2017 (date).
- The party who will take ownership and title of the vehicles
- will have \_\_\_\_\_ months from \_\_\_\_\_ (date) or
- will have until 8/15/18 (date) to refinance the loan and remove the other spouse from the debt.
- The parties have already transferred title per this agreement.
- Other:

**Any agreements reached by the parties.**

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### C. Cash on Hand, Bank, Checking, and Savings Accounts (Check all that apply.)

- The parties do not have any accounts.
- The parties agree to the following terms relating to all accounts.

Identify Name of Bank or Financial Institution	Identify Type of Bank Account	Distribution of each account.		
		P = 100%	R = 100%	Both (indicate %)
Bank of America	Checking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
Wells Fargo	Savings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	P ____% R ____%
Wells Fargo	Savings	<input type="checkbox"/>	<input type="checkbox"/>	P <u>50</u> % R <u>50</u> %
		<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
		<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%

- The parties agree to divide/transfer the funds by July 4 2018 (date).
- The parties have already divided/transferred the funds per this agreement.
- Other:

### D. Life Insurance (Check all that apply.)

- The parties do not have life insurance.
- The parties agree to the following terms relating to all life insurance as follows:
- Neither party will be required to carry life insurance on his/her life.  
or
- The Petitioner will carry life insurance on his/her life in the amount of \$ 50,000.00 with Jane Doe (name of spouse) as beneficiary  
 for 5 (years/months) or  until July 4 2022 (specific date)  
and/or
- The Co/Petitioner/Respondent will carry life insurance on his/her life in the amount of \$ 50,000.00 with Johnnie Doe (name of spouse) as beneficiary  
 for 5 (years/months) or  until July 4, 2022 (specific date)
- Other:

Include dates and time frames if necessary, based on your selection

If none of the above options apply, document your arrangement here. If none, use N/A

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**E. Furniture, Household Goods, and Other Personal Property (Check all that apply.)**

- The parties do not have any assets in this category.
- The parties have divided the furniture, household goods, and other personal property and are satisfied with the division.
- The parties agree to the following terms relating to all furniture, household goods and other personal property.

Identify Items	P	R	Identify Items	P	R
Art Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Riding Lawn Mower	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Appliances in Kitchen	<input checked="" 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 divide the furniture, household goods, and other personal property by July 4 2018 (date).

Other:

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**F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts (Check all that apply.)**

- The parties do not have any accounts.
- The parties agree to the following terms relating to all accounts.

Identify name of Stock, Bond, Mutual Fund, etc.	Distribution of Funds, Shares, etc.		
	P = 100%	R = 100%	Both (indicate %)
Best Buy Stock	<input checked="" type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%

The parties agree to divide/transfer the funds by July 4 2018 (date).

The parties have already divided/transferred the funds per this agreement.

Other:

Any other agreement by the Parties would go here.

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**G. Pension, Profit Sharing or Retirement Funds (Check all that apply.)**

- The parties do not have any funds.  
 The parties agree to the following terms relating to all retirement accounts.

Identify type of Pension, Profit Sharing or Retirement Fund	Distribution of Funds, Shares, etc. within the various accounts.		
	P = 100%	R = 100%	Both (indicate %)
	<input type="checkbox"/>	<input type="checkbox"/>	P _____ % R _____ %
	<input type="checkbox"/>	<input type="checkbox"/>	P _____ % R _____ %
	<input type="checkbox"/>	<input type="checkbox"/>	P _____ % R _____ %

- The parties agree to divide/transfer the funds by 7/4/18 (date).  
 The parties have already divided/transferred the funds per this agreement.

The  Petitioner  Co-Petitioner/Respondent is responsible for preparing and submitting a Qualified Domestic Relations Order (QDRO) by contacting their fund provider or an attorney by 7/4/18 (date).

The cost to prepare the QDRO will be paid as follows: Petitioner: 50 % and Co-Petitioner/Respondent: 50 %. **Note: A QDRO is necessary in order for the division of the retirement plan to be completed. Without a QDRO, plans will not be divided regardless of the parties' agreement identified within this form.**

- Other:

Any other agreement by the parties

**H. Miscellaneous Assets (When completing this section, please consider items identified on the Sworn Financial Statement under "Miscellaneous Assets" and "Separate Property".)**

- The parties do not have any assets in this category.  
 The parties agree to the following terms relating to all miscellaneous assets listed below.

Identify Items	P	R	Identify Items	P	R
	<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 divide the various assets listed above by August 3 2018 (date).  
 The parties have already divided the various assets listed above per this agreement.  
 Other:

Any other agreement by the Parties

## Section 2: Debts (unsecured)

List unsecured debts such as credit cards, store charge accounts, loans from family members, back taxes owed to the I.R.S., etc. **Do not** list debts that are liens against your property, such as mortgages and car loans, because that payment is already listed above.

- The parties do not have any debt.
- The parties agree to the following terms relating to all debt and the party responsible for the debt will indemnify and hold the other party harmless.

Identify Name of Creditor	Date of Balance	Balance	Party Responsible for future payments.		
			P	R	Both (indicate %)
Neighbor Hardware	6/16/17	\$ 4000.00	X	<input type="checkbox"/>	P _____% R _____%
Best Bank of America	6/16/17	\$ 2000.00	<input type="checkbox"/>	<input type="checkbox"/>	P 50 % R 50 %
			<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
			<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
			<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
			<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
			<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
			<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
			<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
Total debt to be assumed by Petitioner		\$	P 80 %		
Total debt to be assumed by Co-Pet/Resp.		\$	R 20 %		

## Section 3: Taxes

- The parties will file a  joint  separate  married filing separately tax return for 2018 (identify tax year(s)).
- State and Federal refunds and/or money owed will be allocated as follows: Petitioner: 50 % and Co-Petitioner/Respondent: 50 %.
- Other:

Any other agreement reached by the parties pertaining to taxes

## Section 4: Maintenance (Spousal/Partner Support)

- Both parties acknowledge that they have reviewed the maintenance guidelines contained in §14-10-114, C.R.S.
- Both parties forever waive their right to receive maintenance. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.

Both parties agree to the terms of the following Maintenance Agreement:

1.  Petitioner  Co-Petitioner/Respondent shall pay maintenance to the  Petitioner  Co-Petitioner/Respondent.
2. The Payments will be  weekly  bi-weekly  twice a month  monthly in the amount of \$ 500.00. In order for the Court to modify this provision in the future, you must select 4(b) below.
3. Payments will begin on 8/12/17 (date) and will end on 8/12/22 (date). In order for the Court to modify this provision in the future, you must select 4(b) below.
4. The parties agree on one of the following terms: (Select either a or b. DO NOT select both.)
  - a.  The terms of this Maintenance Agreement are contractual in nature and shall not be modified in the future.
  - b.  The following terms of the Maintenance Agreement are modifiable by the Court pursuant to § 14-10-122, C.R.S: (You may select one or both of the two following options.)
    - The amount of the maintenance payments; and/or
    - The amount of time that the maintenance shall be paid.

OR

5. Maintenance shall be paid: (check one)
  - To the Family Support Registry (FSR) along with child support, P. O. Box 2171, Denver, CO 80201-2171.
  - Directly to the  Petitioner  Co-Petitioner/Respondent.
  - Other:  
Any other agreements between the parties in regards to maintenance.

## Section 5: Other Terms

Identify below any agreements not identified in Sections 1 – 4.

This is any agreement reached by the Parties not covered in any of the sections above.

### Important Information - Please Read

- ◆ Change of title does not end the obligation you may have to notify the financial institution. Court approval of any provision to remove either party from a loan does not require the lender to actually release the party from the commitment.
- ◆ It is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institution, insurance companies, etc. of any changes.
- ◆ Joint debt of any kind, for example mortgage, cars, credit cards, remain joint until paid in full or refinanced. Joint credit cards should be destroyed and individual credit cards issued to each spouse to avoid future liability.

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. A party may also ask the Court for sanctions for the other party's refusal to follow this Order.

**Please re-read this document carefully to make sure it accurately reflects your agreement. This document includes all agreed upon terms and your signature below indicates that you have read and agree with all terms identified within this agreement.**

- By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.
- By checking this box, I am acknowledging that I have made a change to the original content of this form.

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## SIGNATURE

(printed name of Petitioner)

Signature of Petitioner

Date

Petitioner's Address

City

State

Zip Code

(Area Code) Home Telephone Number

Area Code) Work Telephone Number

Signature of Attorney if applicable

Date

## SIGNATURE

(printed name of Petitioner)

Signature of Petitioner

Date

Petitioner's Address

City

State

Zip Code

(Area Code) Home Telephone Number

Area Code) Work Telephone Number

Signature of Attorney if applicable

Date

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## IF ONLY ONE PARTY SIGNS THE SEPARATION AGREEMENT, COMPLETE THE CERTIFICATE OF SERVICE BELOW. CERTIFICATE OF SERVICE

I certify that on \_\_\_\_\_ (date), a true and accurate copy of the **SEPARATION AGREEMENT (MARRIAGE)** was served on the other party by:

- Hand Delivery,  E-filed,  Faxed to this number: \_\_\_\_\_, or  
 By placing it in the United States mail, postage pre-paid, and addressed to:

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your signature

Complete this section if only one party is filing the separation agreement and there is not a full agreement between the parties.