

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 parent/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 6.

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.)

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.)

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.

Section A: Assets

Questions 1-8 below are 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:

Real Estate (Address)	Who takes ownership		Who will pay mortgage, taxes, insurance	
	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"/>

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 Petitioner Respondent will pay \$ _____ or _____% of the sale to the Petitioner Respondent 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 or recreational vehicles.
 The parties agree to divide their vehicles in the following way:

Motor Vehicles				Person taking title		Person taking over expenses (Loans, registration, insurance)	
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"/>
				<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:

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

- 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)*:

Check all that apply:

- 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 all that apply: Do not own any type of property.
 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"/>
	<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 stocks, bonds, mutual funds, or other investments which are not part of retirement account(s).

- Check all that apply:
 Do not have any retirement funds.
 Do not have any investments.
 Agree to divide / transfer funds by (date): _____
 Parties agree to the following arrangement for 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"/> ____%
	<input type="checkbox"/> ____%	<input type="checkbox"/> ____%

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

- Agree to share the costs to prepare the QDRO form: Petitioner ____% CPT/RSP ____%

7. Miscellaneous Assets

Check all that apply:

- 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): _____.
- The parties agree to the following arrangement for miscellaneous assets:

Miscellaneous assets include all property not listed above (e.g. business interest(s))

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"/>
	<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 will own?		Separate Property (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"/>

Other (explain): _____

Section D. Spousal Support (Maintenance or 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 request spousal maintenance.

If parties have agreed to spousal support, the following applies:

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

- The parties agree to the following Spousal Support Agreement:

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

To: (check one):

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

Petitioner Co-Petitioner/Respondent Other Party

Other (explain): _____

The parties agree that (check one):

This spousal support agreement is a final contract and cannot be changed in the future.

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

(check all that apply):

the amount of monthly support

the date that support can end

Section E. Other Terms

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

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

- Check here if you **changed** any word(s) on this form (besides filling in your information).

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 *Property and Financial Agreement* was served to the other party(ies) in this case according to the rules of §14-10-131, C.R.S. by (check one):

Hand Delivery U.S. Mail, first class, with prepaid postage, sent to this address:

To: _____

Signature