



NO.(A) \_\_\_\_\_

\_\_\_\_\_ CIRCUIT COURT  
FAMILY DIVISION \_\_\_\_\_

(B) \_\_\_\_\_  
(print name of Petitioner)

PETITIONER

**SELF-HELP FORM #3B**  
**MARITAL SETTLEMENT AGREEMENT**  
**(With Children Under 18 and/or Still in High School)**

v.

(C) \_\_\_\_\_  
(print name of Respondent)

RESPONDENT

\* \* \* \* \*

The parties agree to the following:

I. The parties are husband and wife. Irreconcilable differences have arisen between them, resulting in the filing of a petition for dissolution of their marriage.

II. The parties are separated and living apart, and have no expectation of resuming a marital relationship.

III. **(D)** The following child/children was/were born of the marriage:

Name(s)	Date(s) of Birth
_____	_____
_____	_____
_____	_____

IV. The parties wish to settle the issues of custody, child support, visitation, maintenance, division of property, and assignment of debts.

V. CUSTODY

(E)  The parties shall have joint custody of the child(ren). Major decisions affecting the welfare of the child(ren) will be made jointly by the parties.

OR

The  petitioner  respondent shall have sole custody of the child(ren).

VI. PARENTING TIME

(F) The child(ren) shall live primarily with  Petitioner or  Respondent and the other parent shall be entitled to visitation at such times and places as the parties shall agree OR at the following times:

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OR

The children shall share time equally between the parties as agreed or as follows:

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VII. Both parents shall be entitled to attend school, church, sports, or other activities in which the child/children is/are engaged, subject to the restrictions of any protective order.

VIII. Each party shall keep the other reasonably apprised as to where the child(ren) shall be and shall provide a phone number where the child(ren) can be reached.

IX. Each party shall notify the other of any illness or emergency that may arise affecting the child(ren).

X. Neither party shall use illegal drugs or use alcohol to excess in the presence of the child(ren).

XI. **(G) CHILD SUPPORT**

The  Petitioner  Respondent shall pay \$ \_\_\_\_\_  per week  every two weeks  
(amount)  
 twice a month  monthly as child support, payable by wage assignment order. This amount is based on the Kentucky Child Support Guidelines (attach worksheet).

OR

The amount of child support deviates from the guideline amount because \_\_\_\_\_

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OR

The amount of child support has already been established pursuant to case # \_\_\_\_\_. The  Petitioner  Respondent will pay in accordance with this judgment.

OR

Based on the financial condition of the parties, no child support is to be paid at this time.

XII. **(H) HEALTH INSURANCE**

The child(ren) are covered by a government insurance plan, such as KCHIP, Passport or Medicaid. Either party will obtain health insurance for the child(ren) as soon as it is available at a reasonable cost.

OR

The  Petitioner  Respondent shall maintain health insurance on the child(ren), provided it is available at reasonable cost. The party providing coverage will give the other party an insurance card showing coverage. In addition, the Petitioner shall pay \_\_\_\_\_% and the Respondent shall pay \_\_\_\_\_% of the extraordinary medical expenses. "Extraordinary medical expenses" means uninsured expenses in excess of \$100.00 per child per calendar year. "Extraordinary medical expenses" includes, but is not limited to, the costs that are reasonably necessary for medical, surgical, dental, orthodontia, optometric, nursing, and hospital services; for professional counseling or psychiatric therapy for diagnosed medical disorders; and for drugs and medical supplies, appliances, laboratory, diagnostic, and therapeutic services.

XIII. DEPENDENT EXEMPTION

The  Petitioner  Respondent shall be entitled to claim the child(ren) as a dependent/as dependents for tax purposes.

OR

The parties shall share entitlement to claim the child(ren) as follows: \_\_\_\_\_

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XIV. (I) NON-MARITAL PROPERTY

There is no non-marital property that has not already been restored to the party to whom it belongs.

OR

The Petitioner shall keep his/her non-marital property listed below:

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The Respondent shall keep his/her non-marital property listed below:

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XV. **(J)** MARITAL PROPERTY

A. **(K)** Real Estate

The parties own no marital real estate.

OR

The parties have agreed to sell the real estate located at

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\_\_\_\_\_, and the parties will split the net proceeds of  
(address, including city and state)

the sale with Petitioner receiving \_\_\_\_\_% and Respondent receiving \_\_\_\_\_%.

OR

The  Petitioner  Respondent is awarded the real estate located at

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\_\_\_\_\_. The party who is keeping the property  
will

(address, including city and state)

pay all obligations on the real estate, including the taxes owed and the mortgage. The party who is

keeping the property shall refinance the debts associated with the property within \_\_\_\_\_ days.  
The

party who is keeping the property shall pay the other party  nothing or  \$ \_\_\_\_\_  
within  
(amount of money)

\_\_\_\_\_ days of signing this Agreement to pay for the other party's share of the equity in the  
property.

\*\*The party who is not keeping the real estate shall sign a Quitclaim Deed on the  
property, at the time he/she receives payment for his/her share of the property or if no payment is  
due, within 30 days of the date of the Agreement.

B. **(L)** Vehicles

The Petitioner is awarded  no vehicle or  the following vehicle(s):

\_\_\_\_\_.

The Respondent is awarded  no vehicle or  the following vehicle(s):

\_\_\_\_\_.

Each party shall pay all obligations including loans, insurance and/or taxes  
on the vehicle(s) he/she is awarded. Each party shall refinance any outstanding debts on the  
vehicle he/she is awarded within \_\_\_\_\_ days.

C. **(M)** Bank Accounts

The parties have divided any and all bank accounts and each shall keep  
the accounts in his/her name.

OR

The Petitioner is awarded the following accounts: \_\_\_\_\_

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(\*identify accounts by bank and type of account only — do not use account numbers)

The Respondent is awarded the following accounts: \_\_\_\_\_

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(\*identify accounts by bank and type of account only — do not use account numbers)

D. **(N) Personal Property/Household Goods**

The parties have divided all personal property/household goods and each shall keep the property in his/her possession.

OR

The Petitioner is awarded the following personal property/household goods: \_\_\_\_\_

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Revised: 7/18/2007



The Respondent is awarded the following personal property/household

goods: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E. **(O)** Retirement

Neither party has any retirement funds.

Each party shall keep his or her own retirement funds.

F. **(P)** Other Marital Property

The Petitioner is awarded: \_\_\_\_\_

\_\_\_\_\_  
The Respondent is awarded: \_\_\_\_\_

\_\_\_\_\_  
XVI. **(Q)** DEBTS

There are no marital debts.

OR

The marital debts have been fairly divided between the parties and each shall pay the debts currently in his/her name.

OR

The following debts are assigned to the Petitioner and he/she shall hold the Respondent harmless for payment thereon:

\_\_\_\_\_  
\_\_\_\_\_

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The following debts are assigned to the Respondent and he/she shall hold the Petitioner harmless for payments thereon:

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**XVII. (R) EQUITABLE DIVISION OF PROPERTY**

The parties agree that the division of property and debts is equitable.

OR

In order to make the division of property and debts equitable,  Petitioner or  Respondent

shall pay the other party \$ \_\_\_\_\_ within \_\_\_\_\_ days of the signing of this Agreement.

(amount)

**XVIII. (S) MAINTENANCE**

Neither party shall be responsible for paying maintenance to the other.

OR

The  Petitioner  Respondent shall pay the other party maintenance in the amount of

\$ \_\_\_\_\_ per month on the first day of the month, beginning  
\_\_\_\_\_ until  
(amount) (beginning date)

\_\_\_\_\_, the death of either party, the remarriage of the party receiving maintenance,  
(ending date)

or the cohabitation of that party with a non-related adult, whichever occurs first.

In signing below, the parties acknowledge that this is a fair agreement, that they understand its provisions, understand that it is a legal binding document, and are entering the agreement freely.

**(O)** \_\_\_\_\_  
(Signature of Petitioner)

**(P)** \_\_\_\_\_  
(Signature of Respondent)

