

## DIVORCE ISSUES

NAME

DATE

### **GROUND**

- Incompatibility of Temperament
- Irreconcilable Differences
- Fault:

### **CHILDREN**

- Child Custody
  - Legal
  - Physical
  - Final Decision Authority
    - Education
    - Medical/Dental
    - Religion
    - Athletic
    - Cultural
    - Civic
- Visitation/Custody Schedule
  - Standard
    - Local
    - Beyond 150 Miles
  - Variation
- Standard Parenting Clauses (if Madison County)
- Child Support
  - Rule 32
  - Deviation
  - Medical Insurance Cost
  - Daycare Expenses
- Child Tax Exemption
- Medical
  - Health Care Insurance
  - Non-covered Medical Expenses

## **ALIMONY**

- Permanent Periodic
  - Life Insurance
- Rehabilitative
- Alimony in Gross
- COBRA/Insurance Coverage
- Other:

## **LIFE INSURANCE**

- Wife
- Husband

## **PERSONAL PROPERTY**

- Automobiles
  - Wife:
  - Husband:
- Boats/Motorcycles/ATVs/Etc.
- Life Insurance Policies (cash value)
- Stocks/Bonds/Investments
- Bank Accounts
  - Wife:
  - Husband:
  - Joint:
- Personal Property/Furniture List

## **RETIREMENT**

- Married 10 years or more
- Wife
  - Pre-marital:
  - 100% Marital:
  - Mixed:
- Husband
  - Pre-marital:
  - 100% Marital:
  - Mixed:

## **REAL PROPERTY**

- Marital Home
  - Value: \$
  - Mortgage: \$
  - Equity: \$
  - Distribution
    - Sell/Division of Equity:
    - Keep/Buyout:
    - Other:
- Other:

## **BUSINESS INTERESTS**

- Name
- Form
- Assets
- Liabilities

## **DEBTS**

- Mortgages
- Car loans
- Student loans
- Credit Cards
- Signature Loans
- Other

## **ATTORNEY FEES**

- Each pay own
- Split
- Ask for reimbursement

## **RESTORATION OF WIFE'S MAIDEN/FORMER NAME**

- Yes \_\_\_\_\_
- No

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

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PLAINTIFF,

vs.

CASE NO. DR-16-

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DEFENDANT.

COMPLAINT FOR DIVORCE

COMES NOW the Plaintiff, (name), and brings this Complaint for Divorce *a vinculo matrimonii* against the Defendant, (name), and as grounds therefore, shows unto the Court as follows:

1. The Plaintiff and Defendant are each over the age of nineteen (19) years, of sound mind and are both bona fide resident citizens of Madison County, Alabama, and have been such for more than six (6) months next preceding the filing of this complaint.

2. The Plaintiff and Defendant were married to each other on (date), in (city, county, state) and have lived together as husband and wife since that time/until their separation on or about (date).

3. There has been \_\_\_ child/children born to the parties as a result of their marriage to each other, namely, (name or initials) whose date of birth is (date), and no other children are expected./There have been no children born to the parties as a result of their marriage to each other and no children are expected.

4. There exists such a complete incompatibility of temperament between the Plaintiff and the Defendant in that the parties can no longer live together under circumstances now existing and prevailing, and such incompatibility is irremediable and irreconcilable. The Plaintiff avers that there has been an irretrievable breakdown of the marriage and that further attempts at reconciliation are impractical and not in the best interests of the parties.

5. The Plaintiff avers that the parties have entered into an agreement regarding the custody and support of their minor child, division of their property, payment of debts and settlement of other matters arising from their marital relationship and the parties desire that said agreement be ratified by the Court and made a part of the final decree to be rendered herein.

**WHEREFORE, PREMISES CONSIDERED**, the Plaintiff prays that this Court will take jurisdiction of this cause and that this Court will grant the Plaintiff a divorce *a vinculo matrimonii* from the Defendant and ratify the Agreement of the Parties and incorporate the terms thereof in its final decree of divorce.

**(Attorney signature/contact information)**

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

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PLAINTIFF,

vs.

CASE NO. DR-16-

---

DEFENDANT.

**ACKNOWLEDGMENT OF NONREPRESENTATION**

I hereby acknowledge the following:

1. That (**attorney**) has appeared and served as attorney for (**plaintiff**) and hence does not and cannot appear or serve and has not appeared or served as my attorney in these divorce proceedings.

2. That (**attorney**) represents only (**plaintiff**) in these divorce proceedings and will use her best efforts to protect the best interests of (**plaintiff**).

3. That I have the right to employ an attorney of my own choosing and that I have been advised by (**attorney**) that it may be in my best interests to do so.

4. That having been advised of the foregoing, I have requested (**attorney**) to prepare an answer and waiver under which this divorce may be submitted to the Court for a divorce decree without notice to me and such other pleadings and agreement as may be appropriate.

Given unto my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
(name)  
Defendant

\_\_\_\_\_  
WITNESS

**IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA**

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**PLAINTIFF,**

*vs.*

**CASE NO. DR-16-**

---

**DEFENDANT.**

**ANSWER, WAIVER AND AGREEMENT FOR TAKING OF TESTIMONY**

Comes the Defendant, **(name)**, and for answer to the Complaint filed herein, admits those allegations as to jurisdiction, and denies each and every other allegation of each and every paragraph thereof.

The Defendant hereby waives any further notice of the time and place of taking of testimony in this cause and agrees that the cause may be submitted for Final Judgment without further notice of service of process.

Both the Plaintiff and Defendant agree, under Rule 43 of Alabama Rules of Civil Procedure, that a Notary Public authorized to administer oaths under the law of Alabama, may take the sworn testimony in this cause and submit it to the Court for a Final Judgment without further notice to them or service of process upon them and that the aforesaid testimony under Rule 43 of Alabama Rules of Civil Procedure shall be considered by the Court as if it had been orally before the Court.

\_\_\_\_\_  
**(name)**  
Plaintiff

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**(name)**  
Defendant

\_\_\_\_\_  
WITNESS

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

<p>---,</p> <p style="text-align: center;"><b>PLAINTIFF,</b></p> <p style="text-align: center;">vs.</p> <p>---</p> <p style="text-align: center;"><b>DEFENDANT.</b></p>	<p><b>CASE NO. DR-16-</b></p>
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**AFFIDAVIT OF PLAINTIFF**

STATE OF ALABAMA  
MADISON COUNTY

Before me, the undersigned authority, a Notary Public, in and for the above county and state, this day, personally appeared, **(plaintiff's name)**, who being by me first duly sworn, deposes and says as follows:

"My name is **(plaintiff's name)**, and I reside in Madison County, Alabama. **(defendant's name)** and I were married on **(date)**, in **(city, county, state)** and have lived together as Husband and Wife **until our separation on or about (date)/since that time**. I am over the age of nineteen (19) years, of sound mind and am a bona fide resident citizen of Madison County, Alabama. I have resided in Madison County, Alabama for more than six months next preceding the filing of the Complaint in this action. My **Husband/Wife** resides in Madison County, Alabama.

My **Husband/Wife** and I are incompatible and our tastes, natures, views, and our likes and dislikes have become widely separated and divergent so that we have been and are at this time incompatible to such an extent that it is impossible for us to live together as husband and wife; there is no possibility of a reconciliation between us and there remains such an incompatible temperament between us that a happy marital status can no longer exist and we can no longer live together. **There has been one child/--children born as a result of our marriage./There have been no children born as a result of our marriage and none are expected.**

My **Husband/Wife** and I have entered into an Agreement providing **for the custody and support of our minor child and** for a division of all the property, real and personal, acquired by us during our marriage. It is my desire that said Agreement be incorporated into the Decree of Divorce entered by the Court in this cause."

Further, Affiant saith naught.

\_\_\_\_\_  
**(plaintiff's name)**

SWORN AND SUBSCRIBED TO before me by **(plaintiff's name)**, known by me to be the aforesaid Affiant, on this the \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
NOTARY PUBLIC



CHILD-SUPPORT-OBLIGATION  
INCOME STATEMENT/AFFIDAVIT

Case Number

IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_ COUNTY, ALABAMA  
(Circuit or District) (Name of County)

Plaintiff \_\_\_\_\_ v. Defendant \_\_\_\_\_

AFFIDAVIT

I, \_\_\_\_\_, being duly sworn upon my oath, state as follows :  
(Name of Affiant)

1. I am the  Plaintiff  Defendant  Other (please specify): \_\_\_\_\_ in the above matter.  
My Social Security number is: \_\_\_\_\_

2. I am  currently employed. My employer's name and address are:  
\_\_\_\_\_  
\_\_\_\_\_

not currently employed.

My last employer's name and address are: \_\_\_\_\_  
\_\_\_\_\_

Last position title: \_\_\_\_\_

Average monthly salary in the last year of employment: \$ \_\_\_\_\_

3. My monthly gross income includes:

(For example of income that must be included, see back of this form. If income varies by month, enter the estimated average monthly gross income.)

Employment income	\$ _____
Self-employment income	\$ _____
Other employment-related income	\$ _____
Other non-employment-related income	\$ _____
Total	\$ _____

4. I incur the following amount monthly for work-related child-care: \$ \_\_\_\_\_  
(if none, write "None")

5. The child(ren) of the parties is/are

not covered by health insurance from me and/or my employer.

covered by health insurance, and (1) I pay \$ \_\_\_\_\_ each month, or that amount is paid on my behalf each month by my \_\_\_\_\_, for the family policy coverage under which the child(ren) is/are covered; and (2) the total number of persons covered under that policy is \_\_\_\_\_.

The pro rata portion of the medical insurance premium attributable to the child or children who are the subject of the support order (which shall be calculated by dividing the total medical insurance premium actually paid by, or on behalf of, the parent ordered to provide the coverage by the total number of persons (adult and/or children) covered and then multiplying the result by the number of children who are the subject of the support order) is the sum of \$ \_\_\_\_\_.

6. I pay the following total amount for  child support  alimony in [a] prior case(s) as follows:  
[List case number(s) and county(ies) and state(s) here]:  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ (if none, write "None")

I understand that I will be required to maintain all income documentation used in preparing this Income Statement/Affidavit (including my most recent income-tax return) and that such documentation shall be made available as directed by the court. I also understand that any intentional falsification of the information presented in this Income Statement/Affidavit may subject me to the penalties of perjury.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Notary/Clerk

**EXAMPLES OF INCOME THAT MUST BE INCLUDED IN YOUR GROSS MONTHLY INCOME**

1. Employment Income – shall include, but not be limited to, salary, wages, bonuses, commissions, severance pay, worker’s compensation, pension income, unemployment insurance, disability insurance, and Social Security benefits.
2. Self-Employment Income – shall include, but not be limited to, income from self-employment, rent, royalties, proprietorship of a business, or joint ownership of a partnership or closely held corporation. “Gross income” means gross receipts minus ordinary and necessary expenses required to produce this income.
3. Other Employment-Related Income – shall include, but not be limited to, the average monthly value of any expense reimbursements or in-kind payments received in the course of employment that are significant and reduce personal living expenses, such as a furnished automobile, a clothing allowance, and a housing allowance.
4. Other Non-Employment-Related Income – shall include, but not be limited to, dividends, interest, annuities, capital gains, gifts, prizes, and pre-existing periodic alimony.

**RULE 32, ALABAMA RULES OF JUDICIAL ADMINISTRATION, PROVIDES THE FOLLOWING DEFINITIONS:**

Income. For purposes of the guidelines specified in this Rule, “income” means the actual gross income of a parent, if the parent is employed to full capacity, or if the parent is unemployed or underemployed, then it means the actual gross income the parent has the ability to earn.

Gross Income.

“Gross income” includes income from any source, and includes, but is not limited to, income from salaries, wages, commissions, bonuses, dividends, severance pay, pensions, interest, trust income, annuities, capital gains, Social Security benefits, workers’ compensation benefits, unemployment-insurance benefits, disability-insurance benefits, gifts, prizes, and preexisting periodic alimony.

“Gross income” does not include child support received for other children or benefits received from means-tested public-assistance programs, including, but not limited to, Temporary Assistance for Needy Families, Supplemental Security Income, food stamps, and general assistance.

Self-employment Income.

For income from self-employment, rent, royalties, proprietorship of business, or joint ownership of a partnership or closely held corporation, “gross income” means gross receipts minus ordinary and necessary expenses required to produce such income, as allowed by the Internal Revenue Service, with the exceptions noted in Rule 32 (B)(3)(b).

Under those exceptions, “ordinary and necessary expenses” does not include amounts allowable by the Internal Revenue Service for the accelerated component of depreciation expenses, investment tax credits, or any other business expenses determined by the court to be inappropriate for determining gross income for purposes of calculating child support.

Other Income. Expense reimbursements or in-kind payments received by a parent in the course of employment of self-employment or operation of a business shall be counted as income if they are significant and reduce personal living expenses.

State of Alabama Unified Judicial System Form CS-42 Rev. 1/09	<h2 style="margin: 0;">CHILD-SUPPORT GUIDELINES</h2>	Case Number
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IN THE \_\_\_\_\_ COURT OF \_\_\_\_\_ COUNTY, ALABAMA  
(Circuit or District) (Name of County)

\_\_\_\_\_ v. \_\_\_\_\_  
Plaintiff Defendant

	Children	Date of Birth	Children	Date of Birth	
	Plaintiff		Defendant		Combined
1. MONTHLY GROSS INCOME	\$		\$		
a. Minus Preexisting Child-Support Payment	-		-		
b. Minus Preexisting Periodic Alimony Payment	-		-		
2. MONTHLY ADJUSTED GROSS INCOME	\$		\$		\$
3. PERCENTAGE SHARE OF INCOME <small>(Each parent's income on Line 2 divided by the Combined Income)</small>		%		%	
4. BASIC CHILD-SUPPORT OBLIGATION <small>(Apply Line 2 Combined to "Schedule of Basic Child-Support Obligations" (Appendix to Rule 32))</small>					\$
5. WORK-RELATED CHILD-CARE COSTS					+
6. HEALTH-INSURANCE COSTS					+
7. TOTAL CHILD-SUPPORT OBLIGATION <small>(Add lines 4, 5, and 6)</small>					\$
8. EACH PARENT'S CHILD-SUPPORT OBLIGATION <small>(Multiply Line 7 by Line 3)</small>	\$		\$		
9. ADJUSTMENT FOR PAYMENT OF HEALTH INSURANCE <small>(If obligor pays health insurance, enter amount in Line 6 in obligor's column)</small>	-		-		
10. RECOMMENDED CHILD-SUPPORT ORDER <small>(Subtract Line 9 from the amount on Line 8. Leave custodial parent's column blank.)</small>	\$		\$		

Comments, Calculations, or Rebuttals to Guidelines:

PREPARED BY:	DATE:
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**State of Alabama Provider Rate Chart**  
*Maximum Weekly Full-time Rates*  
*for Child Care Subsidy Program Services*  
**October 1, 2009**

Regions	Child Care Provider Type and Care Level								
	Center Infant/Toddler	Center Pre-School	Center School	GFDC Infant/Toddler	GFDC Pre-School	GFDC School	FDC Infant/Toddler	FDC Pre-School	FDC School
Huntsville	\$101.00	\$92.00	\$87.00	\$93.00	\$86.00	\$75.00	\$91.00	\$86.00	\$79.00
Mobile	\$101.00	\$91.00	\$85.00	\$82.00	\$78.00	\$74.00	\$88.00	\$84.00	\$84.00
Birmingham	\$111.00	\$102.00	\$94.00	\$94.00	\$90.00	\$86.00	\$89.00	\$83.00	\$84.00
Montgomery	\$95.00	\$83.00	\$79.00	\$77.00	\$74.00	\$66.00	\$81.00	\$79.00	\$78.00
Opelika	\$91.00	\$87.00	\$80.00	\$68.00	\$67.00	\$65.00	\$81.00	\$80.00	\$80.00
Tuscaloosa	\$86.00	\$82.00	\$79.00	\$64.00	\$63.00	\$63.00	\$69.00	\$67.00	\$67.00
Ft. Payne	\$74.00	\$70.00	\$68.00	\$67.00	\$65.00	\$64.00	\$63.00	\$60.00	\$60.00
Talladega	\$73.00	\$70.00	\$70.00	\$81.00	\$66.00	\$66.00	\$64.00	\$62.00	\$60.00
Dothan	\$75.00	\$73.00	\$69.00	\$64.00	\$64.00	\$65.00	\$66.00	\$64.00	\$63.00

**Full-time Rates** - The above rates reflect the maximum full-time rates for child care services averaging more than 25 hours per week. The maximum full-time rate applicable to informal care providers shall not exceed \$35 per week.

**Part-time Rates** - The maximum rate for child care services averaging 25 hours per week or less shall not exceed one-half of the applicable full-time rate.

Key To Provider Type

Center - a child care facility licensed by the Department or otherwise legally authorized, which receives more than 12 children during the day or night, as applicable.

GFDC - Group Family Day Care, an individual licensed by the County Department to provide care in a private residence, other than the eligible child's residence, for at least seven (7), but not more than twelve (12), children during the day or night, as applicable.

FDC - Family Day Care, an individual licensed by the County Department to provide care as the sole caregiver in a private residence, other than the eligible child's residence, for no more than six (6) children during the day or night, as applicable.

Key to Care Level

Infant/Toddler - Birth to age 30 months

Pre-School - 30 months to 5 years

School Age - 5 years through age 12 (or through age 18 if the child has a physical or mental disability documented by a licensed physician, psychologist or psychiatrist)

Regions and Counties Served	
Huntsville	Tuscaloosa
17 Colbert	04 Bibb
22 Cullman	12 Choctaw
30 Franklin	29 Fayette
39 Lauderdale	32 Greene
40 Lawrence	33 Hale
42 Limestone	38 Lamar
45 Madison	46 Marengo
52 Morgan	47 Marion
67 Winston	53 Perry
	54 Pickens
Mobile	60 Sumter
02 Baldwin	63 Tuscaloosa
13 Clarke	
18 Conecuh	Ft. Payne
27 Escambia	10 Cherokee
49 Mobile	25 DeKalb
50 Monroe	28 Etowah
65 Washington	36 Jackson
	48 Marshall
Birmingham	
05 Blount	Talladega
37 Jefferson	08 Calhoun
58 St Clair	14 Clay
59 Shelby	15 Cleburne
64 Walker	19 Coosa
	56 Randolph
Montgomery	61 Talladega
01 Autauga	
06 Bullock	Dothan
07 Butler	03 Barbour
11 Chilton	16 Coffee
20 Covington	21 Crenshaw
24 Dallas	23 Dale
26 Elmore	31 Geneva
43 Lowndes	34 Henry
51 Montgomery	35 Houston
66 Wilcox	55 Pike
Opelika	
09 Chambers	
41 Lee	
44 Macon	
57 Russell	
62 Tallapoosa	

**CHILD-SUPPORT GUIDELINES  
NOTICE OF COMPLIANCE**

**IN THE** \_\_\_\_\_ **COURT OF** \_\_\_\_\_ **COUNTY, ALABAMA**  
(Circuit or District) (Name of County)

\_\_\_\_\_  
Plaintiff **v.** \_\_\_\_\_  
Defendant

- Based upon the income and expenditures supplied by parties in Form CS-41, "Child-Support Obligation Income Statement/Affidavit," the child-support guidelines, as set out in Rule 32, Alabama Rules of Judicial Administration, have been followed and applied.
  
- The child-support guidelines, as set out in Rule 32, Alabama Rules of Judicial Administration, have not been followed and applied because of the following reasons:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Plaintiff

\_\_\_\_\_  
Signature of Defendant

\_\_\_\_\_  
Signature of Plaintiff's Attorney

\_\_\_\_\_  
Signature of Defendant's Attorney

\_\_\_\_\_  
Address of Plaintiff or Plaintiff's Attorney

\_\_\_\_\_  
Address of Defendant or Defendant's Attorney

\_\_\_\_\_  
Telephone No. of Plaintiff or Plaintiff's Attorney

\_\_\_\_\_  
Telephone No. of Defendant or Defendant's Attorney

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

<p>-----,</p> <p style="text-align: center;"><b>PLAINTIFF,</b></p> <p style="text-align: center;">vs.</p> <p>-----,</p> <p style="text-align: center;"><b>DEFENDANT.</b></p>		<p><b>CASE NO. DR-16-</b></p>
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**SETTLEMENT AGREEMENT**

THIS AGREEMENT, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between ---, hereinafter referred to as Wife and---, hereinafter referred to as Husband.

**WITNESSETH THAT:**

WHEREAS, the parties are presently married and have concluded that it is impossible for them to continue marital life together; and,

WHEREAS, the **Wife/Husband** has indicated **her/his** intention to obtain a divorce from the Husband; and,

WHEREAS, the parties were married on **(date)**, in **(city, county, state)**, and have lived together as husband and wife until on or about **(date)/since that time**; and,

WHEREAS, the parties have **one child/\_\_\_ children**, namely, **(name)**, date of birth **(date)**; and,

WHEREAS, the parties have accumulated certain items of **real and** personal property; and,

WHEREAS, **the Wife and Husband are both** bona fide resident citizens of Madison County, Alabama, and have been for more than six months before the filing of the Complaint for Divorce; and,

WHEREAS, the parties desire to make provisions for **the custody and support of the minor child and** a division of the property owned jointly by them.

NOW IN CONSIDERATION OF THE PREMISES, and in consideration of the mutual covenants and agreements herein made, the parties herein agree that if a divorce is

obtained that the following terms and conditions are to be incorporated into the said decree:

### **MUTUAL RELEASES**

1. In consideration of the agreements of the Husband, hereinafter expressed, the Wife does hereby release and relinquish the Husband from any and all liabilities and obligations which he may owe unto her by reason of their marital relationship and any right, interest or claim which she may have in and against his estate by reason thereof, except as herein provided and agreed.

2. In consideration of the agreements of the Wife, hereinafter expressed, the Husband does hereby release and relinquish the Wife from any and all liabilities and obligations which she may owe unto him by reason of their marital relationship and any right, interest or claim which he may have in and against her estate by reason thereof, except as herein provided and agreed.

### **CHILD CUSTODY**

3. The Husband and Wife shall exercise joint legal custody of their minor **child/children**, namely, (*name of child/children*), with the **Husband/Wife** being designated as the sole physical custodian, and the **Husband/Wife** exercising periods of visitation with the child at the times and dates specified in the visitation schedule attached hereto and marked as Exhibit "A". The parties agree that the schedule set forth herein is a minimum schedule and shall be expanded as may be mutually agreed by the parties. In addition, the parties shall abide by the Standard Parenting Clauses attached hereto as Exhibit "B".

**OR (if joint custody)**

3. The Husband and Wife shall exercise joint legal and physical custody of their minor **child/children**, namely, (*name of child/children goes here*) pursuant to the schedule attached hereto and marked as Exhibit "A". Additionally, the parties are directed to comply with and abide by the Court's Standard Parenting Clauses, a copy of which is attached hereto as Exhibit "B" and by this reference expressly incorporated herein, to the extent it is not in conflict with joint custody or any other specific provision of this agreement.

Joint custody means the Husband and the Wife shall retain full parental rights and responsibilities with respect to the minor children regardless of which party has physical custody at any particular time. In order to establish a harmonious relationship between both parents and the children, the parties shall confer on all major decisions affecting the health and welfare of the children and those decisions shall be jointly made.

Should the parties be unable to agree on any aspect of the academic, religious, civic, cultural, athletic or medical and dental activities of the children, the following party is designated as having the primary authority and responsibility regarding involvement in said activity:

Education	Husband/Wife
Religion	Husband/Wife
Civic	Husband/Wife
Cultural	Husband/Wife
Athletic	Husband/Wife
Medical/Dental	Husband/Wife

The parties understand and agree the exercise of this parental authority is in no way intended to negate the responsibility of the parties to notify and communicate with each other as required by the Standard Parenting Clauses.

**CHILD SUPPORT**

4. The Husband/Wife shall pay to the Husband/Wife toward the support and maintenance of the parties' minor child/children the sum of \$\_\_\_\_ per month. Said support shall commence on the 1<sup>st</sup> day of (month), (year), and shall be due and payable on the 1st day of each month thereafter, until said child/children shall reach the age of majority according to the State of Alabama, shall marry, die, or otherwise become emancipated.

Pursuant to Section 30-3-60 *et. seq.* Code of Alabama, 1975, there shall be entered by the Court on this date a Continuing Child Support Withholding Order, which is to be made part of the Decree of Divorce to be entered between the parties. Said Order shall not, however, be served on the Husband's/Wife's employer; and the parties agree for the payment of said support directly by the Husband/Wife to the Husband/Wife, provided, however, that in event the Husband/Wife shall fail to make payments in an amount equal to one month's support obligation, then, in that event the Withholding Order issued pursuant to this Decree of Divorce shall be served immediately upon the Husband's/Wife's employer.

OR

4. There shall be no child support paid by one party to the other as the parties are sharing joint legal and joint physical custody of their minor child/children.

Each party shall provide clothing for the child/children at his or her residence.



Each party shall be responsible for and pay the costs of any childcare they procure for their time with the minor **child/children**. **OR** The parties shall equally divide the cost of daycare and/or afterschool care.

Each party shall be responsible for and pay one-half the costs of the educational expenses of the minor child, including but not limited to fees, books, field trips, and school supplies. In the event the parties mutually agree to place the **child/children** in private school, they shall be equally responsible for and pay the private school tuition. in the event the **Husband/Wife** shall elect to place the **child/children** in private school without the express agreement of the **Husband/Wife**, the **Husband/Wife** shall solely bear the expenses of the private school tuition.

The parties shall be equally responsible for and pay extracurricular activity fees, uniforms, equipment, and any other expense associated with the minor **child's/children's** extracurricular activities. The party incurring such expense shall provide a copy of the paid bill, receipt, cancelled check, and/or other evidence of payment to the party from whom he or she seeks reimbursement and the party receiving such documentation shall reimburse the party that incurred the expense for one-half of said expense within thirty (30) days of receipt of said documentation.

Any party advancing an expense on behalf of the **child/children** that is to be divided between the parties shall be entitled to reimbursement for the other party's one-half (1/2) no later than thirty (30) days following presentment of the receipt, cancelled check, or other evidence of payment to the party from whom reimbursement is sought.

#### **COMPLIANCE WITH RULE 32, ARJA**

5. The child support to be paid by the **Husband/Wife** to the **Husband/Wife** is based upon the basic support required by Rule 32, *Alabama Rules of Judicial Administration*, for the support of **one child/\_\_\_ children**.

**OR**

#### **DEVIATION FROM RULE 32, ARJA**

5. The child support to be paid by the **Husband/Wife** constitutes a deviation from Rule 32 as **the joint incomes of the parties exceed the child support guidelines / the parties are sharing joint legal and physical custody** and the parties have reached agreement as to a reasonable sum of support and maintenance for the children.

#### **MEDICAL AND HOSPITALIZATION INSURANCE FOR MINOR CHILD**

6. The **Husband/Wife** shall provide major medical and hospitalization insurance coverage for the parties' minor **child/children** if available through group insurance at his place of employment. The Husband and Wife shall each be responsible for

and pay one-half of any non-covered medical and dental expenses incurred for the parties' minor child/children, including orthodontic, optometric, ophthalmic, psychological, psychiatric and prescription medications not covered by said policy of insurance.

The **Husband/Wife** shall provide the **Husband/Wife** with insurance identification cards, as well as executed claims forms, updated benefit schedules and any other documents **he/she** would need to utilize said insurance coverage for the benefit of the **child/children**.

In the event either party advances medical or dental expenses as described hereinabove which are either uninsured or non-covered by insurance, or paid in advance of insurance reimbursement as a requirement of the service to the child, then, in that event, the party advancing such expense on behalf of the child shall be entitled to reimbursement for the other party's one-half (1/2) contribution on the first (1<sup>st</sup>) day of the month following the expenditure. Provided, further, that in advance of reimbursement, the party incurring the expense shall provide a copy of the paid bill and/or canceled check, or other evidence of payment to the party from whom he or she seeks reimbursement. Any insurance reimbursement for any such expense shall be divided evenly between the parties within five (5) days of receipt thereof.

**OR**

In the event either party advances medical or dental expenses as described hereinabove which are either uninsured or non-covered by insurance, or paid in advance of insurance reimbursement as a requirement of the service to the child, then, in that event, the party advancing such expense on behalf of the child shall be entitled to reimbursement for the other party's one-half (1/2) contribution within thirty (30) days of receiving a copy of the paid bill, receipt, canceled check, and/or other evidence of payment to the party from whom he or she seeks reimbursement. Any insurance reimbursement for any such expense shall be divided evenly between the parties within five (5) days of receipt thereof.

#### **TAX EXEMPTION FOR MINOR CHILD/CHILDREN**

9. The **Husband/Wife** will be allowed to claim (*name of child/children goes here*), as an exemption on all federal and state income tax returns to be filed by her hereafter, for so long as said **child/children is/are** available to the parties to be claimed as a tax exemption. The **Husband/Wife** agrees to execute upon request any governmental forms required by the Internal Revenue Service or other applicable agency to enable the **Husband/Wife** to claim the child as a tax exemption.

**OR**

9. The parties shall divide and alternate the right to claim the parties' children as exemptions on federal and state income tax returns to be

filed hereafter as follows: For so long as there are two children available to be claimed, the Wife shall claim **(name)** and the Husband shall claim **(name)**. When there is only one child available to be claimed, the parties shall alternate the right to claim the child, with the Wife claiming the child as a tax dependent for odd numbered years, and the Husband claiming the child as a tax dependent for even numbered years. The parties agree to execute upon request any necessary form required by the Internal Revenue Service or other applicable agency to enable the other party to claim a child as a tax exemption as herein provided.

### **PERIODIC ALIMONY**

11. The **Husband/Wife** shall pay to the **Husband/Wife**, as periodic alimony, the sum of \$\_\_\_\_\_ per month for a period of \_\_\_ months. Said payments shall begin on the first day of **(month, year)**, and shall continue due and payable on the first day of each month thereafter for \_\_\_ consecutive months, or until such time as the **Husband/Wife** shall die, remarry, or alimony shall otherwise terminate as provided by law, whichever shall first occur.

It is understood and agreed by the parties that these payments are made with the intent and understanding by both parties that said payment shall be deductible by the **Husband/Wife** as a legitimate tax deduction, and included in the **Husband's/Wife's** income as taxable income.

### **LIFE INSURANCE**

12. The Husband agrees to maintain a policy of life insurance insuring his life providing death benefits in an amount not less than \$\_\_\_\_\_, with (child/children) being designated as sole primary beneficiary thereof, for so long as child support is payable pursuant to this agreement. The Husband shall have the right to select the trustee of said policy. The Husband shall provide the Wife with evidence of his compliance with this provision within thirty (30) days of the entry of a Decree of Divorce between the parties, and shall furnish evidence that said insurance is in full force and effect, upon reasonable request from the Wife thereafter.

13. The Wife agrees to maintain a policy of life insurance insuring her life providing death benefits in an amount not less than \$\_\_\_\_\_, with (child/children) being designated as sole primary beneficiary thereof, for so long as child support is payable pursuant to this agreement. The Wife shall have the right to select the trustee of said policy. The Wife shall provide the Husband with evidence of her compliance with this provision within thirty (30) days of the entry of a Decree of Divorce between the parties, and shall furnish evidence that said insurance is in full force and effect, upon reasonable request from the Husband thereafter.

14. The Husband/Wife agrees to maintain a policy of life insurance insuring this life providing death benefits in an amount not less than \$\_\_\_\_, with the Husband/Wife being designated as sole primary beneficiary thereof, for so long as alimony is payable hereunder. The parties agree the Husband/Wife may provide decreasing term life insurance so long as the total benefits due to the Husband/Wife shall in no event be less than the total sums of alimony due and owing. The Husband/Wife shall provide the Husband/Wife of evidence of his compliance with this provision within thirty (30) days of the entry of a Decree of Divorce between the parties, and shall furnish evidence that said insurance is in full force and effect, upon reasonable request from the Husband/Wife thereafter.

#### **AWARD OF PERSONAL PROPERTY TO THE WIFE**

15. The Wife shall have as her sole, own and exclusive personal property the following:

- (a) All items of personal property owned by her prior to the marriage, inherited by her, given to her, and her personal items and belongings.
- (b) Those items of household goods and furniture on Exhibit "C" attached hereto in the column marked "Wife."
- (c) The \_\_\_\_ automobile.
- (d) The balance of any banking account maintained in her individual name.
- (e) All right, title and interest in and to any retirement account in her name.

#### **AWARD OF PERSONAL PROPERTY TO THE HUSBAND**

16. The Husband shall have as his sole, own and exclusive personal property the following:

- (a) All items of personal property owned by him prior to the marriage, inherited by him, given to him, and his personal items and belongings.
- (b) Those items of household goods and furniture on Exhibit "C" attached hereto in the column marked "Husband."
- (c) The \_\_\_\_ automobile.
- (d) The balance of any banking account maintained in his individual name.
- (e) All right, title and interest in and to any retirement account in his name.

## **REAL PROPERTY**

17. The parties are the joint owners of a residence and property located at ----, hereinafter referred to as the "property." The Husband/Wife is hereby awarded all right, title and interest in and to said property, with the Husband/Wife assuming and agreeing to pay the note secured by the mortgage, beginning immediately. The Husband/Wife is awarded \$\_\_\_\_\_ for his/her interest in the property. The Husband/Wife shall, within ninety (90) days from the entry of a decree of divorce between the parties, refinance the note secured by the mortgage on said property to remove the Husband's/Wife's name from the mortgage and pay to the Husband/Wife the \$\_\_\_\_\_ awarded to her for his/her interest in the property. The Husband/Wife shall execute a Statutory Warranty Deed/Quitclaim Deed to the Husband/Wife conveying to him/her all right, title and interest possessed by the Husband/Wife in and to said property. Said deed shall be executed simultaneously with the Husband's/Wife's refinancing of the property. Any and all costs associated with the Husband's/Wife's refinancing of the property shall be borne by the Husband/Wife.

If the Husband/Wife fails to refinance the note secured by the mortgage or to otherwise remove the Husband's/Wife's name from obligation on said note or fails to pay the Husband/Wife the \$\_\_\_ awarded to him/her for his/her interest in said property within the ninety (90) days, then said property shall be listed for sale immediately and sold by a qualified real estate broker mutually agreeable to the parties at a price to be determined upon agreement of the parties or failing agreement, by competitive market analysis to be prepared by said realtor. The price at which said real property shall be listed for sale shall be adjusted thereafter as reasonably recommended by said listing realtor, in an effort to sell said property for a reasonable price as soon as possible. Until sold and closed, the Husband/Wife shall have the right of exclusive possession of the real property. The Husband/Wife shall be responsible for and pay promptly when due the monthly bills and expenses for utilities and routine upkeep until said property is sold and closed. The Husband/Wife shall at all times keep said property in a clean and presentable condition for showing to prospective purchasers and shall cooperate in the scheduling of appointments and making said property available for showing to prospective purchasers. Upon the closing of the sale of said property, the net proceeds of said sale, which shall include any escrow refunds, after payment of the usual closing expenses, including mortgage payoff, real estate commission, discount points, ad valorem tax proration, repairs required by appraiser and/or inspector, and termite letter on said residence shall be equally divided between the parties.

## **DIVISION OF DEBTS**

18. The Wife shall be responsible for and pay those debts now existing as incurred by her, except for those debts listed herein to be the responsibility of the Husband, whether incurred in the individual or joint names of the parties hereto; and further, if legal action is brought against the Husband to recover any debt thereon

(including any debt listed in the subparagraphs below), the Wife shall indemnify or hold the Husband harmless, and in addition, pay any attorney's fees and costs of collection which he may incur as a result of her failure to pay said indebtedness. In addition, the Wife shall assume and be responsible for paying the following liabilities:

(a)

19. The Husband shall be responsible for and pay those debts now existing as incurred by him, except for those debts listed herein to be the responsibility of the Wife, whether incurred in the individual or joint names of the parties hereto; and further, if legal action is brought against the Wife to recover any debt thereon (including any debt listed in the subparagraphs below), the Husband shall indemnify or hold the Wife harmless, and in addition, pay any attorney's fees and costs of collection which she may incur as a result of his failure to pay said indebtedness. In addition, the Husband shall assume and be responsible for paying of the following liabilities:

(a)

#### **ATTORNEY'S FEES AND COURT COSTS**

20. The Husband/Wife shall be responsible for and pay all reasonable attorney's fees and court costs incurred by the Husband/Wife in this action that shall be paid within thirty (30) days of presentment of an itemized statement for such services.

OR

20. Each party shall be responsible for and pay his or her own attorney's fees and court costs incurred in this action.

#### **RESTORATION OF MAIDEN NAME**

21. The parties agree that the Wife shall resume the use of her former name,

\_\_\_\_\_.

#### **MISCELLANEOUS PROVISIONS**

22. The parties hereto do hereby covenant and agree, each with the other, to execute all papers and documents, including deeds, bills of sale, as shall be necessary to fully and finally consummate this Agreement.

23. The Husband and Wife covenant and agree that they have reached a satisfactory agreement as to the fair and equitable division of any and all other assets and properties, whether real, personal, or mixed and of any nature whatsoever, which they may own or have any interest in. Further that each fully disclosed to the other, the nature and value and location of all said properties and that each is relying on these disclosures

in executing this Agreement and is further being induced to execute this said Agreement as a result of said full disclosures.

24. The parties hereto do hereby covenant each with the other the following:

(a) That each shall refrain from any and all words, conduct, deeds and activities which are intended or calculated to interfere with, abuse, embarrass or intimidate the other; and

(b) That each will respect the privacy of the other from and after the date hereof;

(c) That each will refrain from any activity, words, or deeds intended or calculated to interfere with the employment of the other or calculated or intended to interfere with the family or social life of the other.

25. Both parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally, and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party.

26. The parties respectively acknowledge that this Agreement constitutes the entire understanding between the parties and supersedes all and any other prior agreements, if any, heretofore made between them other than those herein expressly set forth. The parties further respectively acknowledge that each has signed this Agreement freely and voluntarily. It is agreed between the parties that this Agreement shall be filed in the Circuit Court of Madison County, Alabama, in that divorce action contemplated; and, it is acceptable by the parties that the provisions of this Agreement, if acceptable to the Court, shall be incorporated into and made a part of the Final Judgment of Divorce of said Court in said cause. It is further agreed, however, that, in the event a Final Judgment of Divorce is not granted in that action herein contemplated, or in the event this Agreement is not acceptable to said Court for the purpose hereinabove set out, the same shall be and become null and void and shall not be evidence or considered as such by any Court.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on this the day and year first above written.

\_\_\_\_\_  
**(name)**  
Plaintiff

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**(name)**  
Defendant

\_\_\_\_\_  
WITNESS

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

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	<b>PLAINTIFF,</b>
<b>vs.</b>	
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	<b>DEFENDANT.</b>
	<b>CASE NO. DR-16-</b>

**FINAL DECREE OF DIVORCE A VINCULO MATRIMONII**

This civil action is submitted for final decree on the Complaint, Answer and Waiver of Defendant, Agreement of the parties and testimony by affidavit pursuant to Rule 43, *Alabama Rules of Civil Procedure*. Upon consideration of the same, it is **ORDERED** by the Court as follows:

1. The bonds of matrimony heretofore existing between the parties are dissolved, and the Plaintiff and Defendant are divorced one from the other for and on account of an Incompatibility of Temperament.
2. The written agreement entered into by and between the parties on **(date)**, entered into and duly executed by the parties and filed with the Clerk of this Court on **(date)**, is hereby ratified and confirmed by the Court, and is incorporated into and made a part hereof as through fully set out herein. It is ORDERED by the Court that the parties keep and obey the terms thereof, subject to penalty as for contempt.
3. The provision for child custody in this decree constitutes a "custody decree" or "custody determination" under the Uniform Child Custody Jurisdiction and Enforcement Act, § 30-3B-101 *et seq.*, *Code of Alabama* (1975).
4. This Court's "Standard Parenting Clauses" attached to the parties' settlement agreement and incorporated herein by reference and made a part of this decree as if set out in full. Special reference is made to Paragraph 23 of said "Standard Parenting Clauses", which is notice of the requirement of law regarding relocation by either parent as set out in the "Alabama Parent-Child Relationship Act."
5. That the award of child support made herein constitutes a justifiable deviation from the Child Support Guidelines established by Rule 32 A.R.J.A. The Plaintiff and the Defendant are sharing joint legal and physical custody of their minor son, Joshua, and the parties have entered into an agreement to provide support of the child that is in his best interest. Copies of the forms required by that Rule have been filed, and are made a part of the record in this action.



OR

5. The award of child support made herein was determined by application of the Child Support Guidelines established by Rule 32, *Alabama Rules of Judicial Administration*. Copies of the forms required by that Rule have been filed, and are made a part of the record in this action.

6. Pursuant to Section 30-3-60 *et. seq.* Code of Alabama, 1975, there shall be entered by the Court on this date a Continuing Child Support Withholding Order, which is to be made part of the Decree of Divorce to be entered between the parties. Said Order shall not, however, be served on the Husband's/Wife's employer; and the parties agree for the payment of said support directly by the Husband/Wife to the Husband/Wife, provided, however, that in event the Husband shall fail to make payments in an amount equal to one month's support obligation, then, in that event the Withholding Order issued pursuant to this Decree of Divorce shall be served immediately upon the Husband's/Wife's employer.

7. Either party may again contract marriage as provided by law in this State, but not until after sixty (60) days from the date of this Judgment of Divorce, except to each other. Should an appeal be taken from this Judgment within forty-two (42) days, neither party shall marry again, except to each other, during the pendency of such appeal.

8. The costs are taxed as pre-paid by the Plaintiff.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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CIRCUIT JUDGE