

STATE OF VERMONT

SUPERIOR COURT  
\_\_\_\_\_ Unit

FAMILY DIVISION  
Docket No. \_\_\_\_\_

<b>Plaintiff</b>		<b>Defendant</b>
Name	v.	Name

**Final Order and Decree  
(Short Form)**

This matter came before the court for a final hearing on \_\_\_\_\_ Plaintiff was / was not present. Defendant was / was not present. Based on the evidence presented, it is hereby ORDERED:

**1. Decree of Divorce/Dissolution:** Marriage, notice and residence proved, a divorce/dissolution is granted to the Plaintiff on the grounds that the parties have lived separate and apart in excess of six consecutive months, and the resumption of the marital or civil union relationship is not reasonably probable. Decree Nisi to become absolute on \_\_\_\_\_

**2. Children:**

- There are no children of the marriage.
- The parties have filed a final Agreement on Parental Rights and Responsibilities, Parent Child Contact and Other Provisions relating to the Minor Children which has been approved by the Court.
- The Court has issued a final Order re: Parental Rights and Responsibilities and Parent Child Contact.

**3. Vehicles**

- The parties do not own any motor vehicles.
- Each party is awarded the vehicle(s) in his/her name or possession free of any right, title or interest of the other party. The party to whom the vehicle is awarded shall be solely responsible for any loans/liens on the vehicle and shall hold the other party harmless from any liability for that debt.

**4. Furniture and Other Personal Property**

- Each party is awarded the personal property in his/her possession free of any interest of the other party.
- Plaintiff is awarded the following items of personal property:  
\_\_\_\_\_
- Defendant is awarded the following items of personal property:  
\_\_\_\_\_
- Other:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Pensions, Retirement Plans and Other Tax Deferred Assets**

- There are no retirement assets.
- Each party is awarded sole ownership and possession of any pension, retirement 401(k), IRA, or other retirement plan currently in his/her name, free and clear of any interest of the other party.

**6. Other Financial Assets**

Each party is awarded his/her respective bank accounts (checking and/or savings), credit union accounts, certificates of deposit, stocks, bonds, mutual funds and other intangible assets currently in his or her sole name.

**7. Real Estate**

- The parties do not own any real estate.
- The parties do not currently hold title to any real estate in their joint names. Each party is awarded all right title and interest in any real estate currently in or her own name free and clear of any interest of the other.

**8. Division of Debt (other than mortgages and vehicle debt)**

- Each party shall be solely responsible for any debts he or she has incurred since the date of separation, and will hold the other party harmless therefrom.
- Plaintiff shall have the sole responsibility to pay the following debts:  
(List each debt and the amount owed)

\_\_\_\_\_

\_\_\_\_\_

- Defendant shall have the sole responsibility to pay the following debts:  
(List each debt and the amount owed)

\_\_\_\_\_

\_\_\_\_\_

**9. Spousal Maintenance (Alimony)**

- Neither party shall pay spousal maintenance to the other.
- \_\_\_\_\_ shall pay \_\_\_\_\_ the sum of \$\_\_\_\_\_ per \_\_\_\_\_ as spousal maintenance. The obligation shall terminate:
  - On \_\_\_\_/\_\_\_\_/\_\_\_\_ or the death of one of the parties, whichever earlier occurs.
  - Upon the occurrence of the following event:  
\_\_\_\_\_  
or the death of one of the parties, whichever occurs earlier.
  - Upon the death of one of the parties whichever occurs earlier.

- Each year on or before \_\_\_\_\_, this obligation shall be  

Month, Day

 adjusted for inflation based on the annual increase/decrease in:
  - The consumer price index (CPI) published by the U.S. Department of Labor. (For information about the CPI, check the U.S. Dept of Labor web site: <http://www.bls.gov/cpi> )
  - Other: *(please describe)*

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**10. Signing of Documents**

- Unless otherwise specifically provided in this agreement, each party shall, within 30 days, sign and deliver to the other party any document or paper that is needed to fulfill the terms of this agreement.

**11. Name Change**

- \_\_\_\_\_ may resume his/her former name of \_\_\_\_\_ .

**12. Other**

- Tax Refunds:** Any tax refund due or anticipated by the parties resulting from their having filed a joint federal and/or state income tax return for this or any prior year shall, upon receipt, be endorsed by both parties and equally distributed between them.
- Filing Fee, Service fees, Attorney fees and other litigation costs:** Each party shall be solely responsible for the costs of this litigation incurred by him/her except that: \_\_\_\_\_
- Change in Address or Employment:** Each party shall promptly notify the other party of any change in his/her address or telephone number, and of any material change in employment, as long as there are any continuing obligations under this decree. "Material Change" includes availability of medical, dental or life insurance and any substantial increase or decrease in earnings or other income.
- Miscellaneous:**

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Superior Court Judge

\_\_\_\_\_  
Assistant Judge

\_\_\_\_\_  
Assistant Judge