

STATE OF VERMONT

SUPERIOR COURT

FAMILY DIVISION

\_\_\_\_\_ Unit

Docket No. \_\_\_\_\_

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

FINAL STIPULATION  
Property, Debts and Spousal Support

We, the parties in this action, agree to the following provisions and we agree that the court may include these provisions in its final decree and order:

1. Separation: We have lived separate and apart in excess of six consecutive months, and the resumption of our marital or civil union relationship is not reasonably probable. The parties separated on \_\_\_\_\_  
Fill in Date of Separation

2. **Waiting Period (Nisi Period)**  
In Vermont, a divorce/civil union dissolution is not absolute until three months after the date of the final decree unless the parties agree to waive all or part of that period known as the "nisi period." A waiver of all or part of the period can have an impact on one parties' eligibility to be covered by the other party's health insurance and income tax filing status.
  - We wish to waive the waiting period. We understand that the divorce/civil union dissolution will become final on the date the divorce decree is signed by the judge.
  - We do not wish to waive any portion of the waiting period. We understand that our divorce/civil union will not become final until three months after the date the divorce decree is signed by the judge.
  - We wish to waive a portion of the waiting period so that the final decree will become final \_\_\_\_\_ days after it is signed.

3. **Children:**
  - There are no minor children of this marriage/civil union;
  - We have signed an agreement (Form 825 ) regarding all issues related to our child/ren other than child support.
    - Our agreement is already filed with the court.

- We are filing our agreement about our children with this final stipulation.
- We are in agreement on child support and have filed a proposed child support order.
- The following issues related to our children are in dispute and need to be resolved by the court.
  - Child support.
  - Parental rights and responsibilities.
  - Parent child contact.
  - Other: \_\_\_\_\_

4. Vehicles

- We 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.
- Title and ownership for the following vehicle(s) will be transferred to Plaintiff Defendant (circle one) by \_\_\_\_\_ (date):  
Describe vehicle(s): \_\_\_\_\_
  - Refinancing of any loans related to this vehicle will be completed by \_\_\_\_\_
- Title and ownership for the following vehicle(s) will be transferred to Plaintiff Defendant (circle one) by \_\_\_\_\_ (date):  
Describe vehicle(s): \_\_\_\_\_
  - Refinancing of any loans related to this vehicle will be completed by \_\_\_\_\_

5. Furniture and Other Personal Property

- We have divided all of our furniture and other personal property to our satisfaction unless otherwise noted below and we agree that the court should award each of us the personal property in our 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:  
\_\_\_\_\_
- The items listed above shall be transferred to the party to whom they are awarded as follows (please specify date and means of transfer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Pensions, Retirement Plans and Other Tax Deferred Assets

- Neither party has a pension, retirement plan or a tax deferred 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.
- The following retirement asset shall be divided between the parties:  
Name of Asset/Plan: \_\_\_\_\_  
Agreed upon division: \_\_\_\_\_
  - A Qualified Domestic Relations Order shall be prepared by Plaintiff Defendant (circle one) within a reasonable period of time not to exceed \_\_\_\_\_ months.
- The following retirement asset shall be divided between the parties:  
Name of Asset/Plan: \_\_\_\_\_  
Agreed upon division: \_\_\_\_\_
  - A Qualified Domestic Relations Order shall be prepared by Plaintiff Defendant (circle one) within a reasonable period of time not to exceed \_\_\_\_\_ months.

7. Other Financial Assets

- Each party is awarded his/her respective bank accounts (checking and/or savings), credit union accounts, certificates of deposit and all similar accounts unless otherwise provided below.
- Each party is awarded stocks, bonds, mutual funds or other intangible personal property in her/her name unless otherwise provided below.
- Plaintiff is awarded the following bank accounts, stocks, bonds, mutual funds or other intangible personal property currently in joint names or the name of the other party (if using numbers to identify accounts, use only the last four digits):  
\_\_\_\_\_
- Defendant is awarded the following bank accounts, stocks, bonds, mutual funds or other intangible personal property currently in joint names or the name of the other party (if using numbers to identify accounts, use only the last four digits):  
\_\_\_\_\_
- Other: \_\_\_\_\_

8. Real Estate

- The parties do not own any real estate.
- List of properties: The parties own the following real property in either separate names or together (list the location of each parcel of real property):  
\_\_\_\_\_

The parties do not own any property in joint names. Each party is awarded the property in his or her own name free and clear of any interest of the other party.

Sale of Property: The following property/properties shall be listed for sale by \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
The net proceeds from such sale shall be divided as follows:

Plaintiff: \_\_\_\_\_% Defendant: \_\_\_\_\_%

Other conditions related to the sale of the property/properties:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Pending the sale of the property, responsibility for payment of mortgage, taxes and other expenses related to the property shall be paid as follows:  
\_\_\_\_\_  
\_\_\_\_\_

Property Awarded to Plaintiff: Plaintiff is awarded the following parcel(s) of real property, free and clear of any interest of Defendant.

\_\_\_\_\_  
 Plaintiff shall be solely responsible for mortgage, property taxes and all expenses related to the property.

By \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, Plaintiff shall pay Defendant \$\_\_\_\_\_ as compensation for his/her interest in the property.

By \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, Defendant shall sign a quit claim deed transferring his/her interest in the property to Plaintiff.

By \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, Plaintiff shall refinance the mortgage on the property releasing Defendant from all liability. The parties shall cooperate in the drafting and execution of all paperwork necessary to accomplish the refinancing.

other conditions related to the transfer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Awarded to Defendant: Defendant is awarded the following parcel(s) of real property, free and clear of any interest of Plaintiff.

\_\_\_\_\_  
 Defendant shall be solely responsible for mortgage, property taxes and all expenses related to the property.

By \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, Defendant shall pay Plaintiff \$\_\_\_\_\_ as compensation for his/her interest in the property.

By \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, Plaintiff shall sign a quit claim deed transferring his/her interest in the property to Defendant.

By \_\_\_\_/\_\_\_\_/\_\_\_\_ Defendant shall refinance the mortgage on the property releasing Plaintiff from all liability. The parties shall cooperate in the drafting and execution of all paperwork necessary to accomplish the refinancing.

Other conditions related to the transfer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. 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)

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

Other agreements related to payment of debt:

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

10. 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.

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.bis.gov/cpi/>)

Other: (please describe) \_\_\_\_\_

11. Procedure for Resolving Disputes

- In the future, if the parties are unable to work out a disagreement related to the terms of this stipulation on their own, they will attempt to resolve the dispute through mediation before coming back to court.
  
- The parties agree to use the following procedure to resolve disputes instead of mediation: \_\_\_\_\_

12. 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.

13. Name Change

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

14. Other (*check all applicable boxes*)

- Financial Disclosure:
  - The parties warrant that they have fully disclosed all of their property, income, assets and debts on their respective financial affidavit (Form 813A and 81313) and disclosed estimated values for each asset.
  - The parties have not filed a financial affidavit with the court because neither party is required to pay child support. The parties, however, certify in compliance with Family Rule 4(g)(2)(D)(ii), that they have disclosed to each other all financial information including, but not limited to, income, assets and debts.
- 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.
- Mutual Releases: Other than as set forth in this agreement or other order of the court each party agrees to defend, indemnify and hold the other harmless from any claim related to an obligation for which he/she has accepted responsibility as part of this agreement.
- Waiver: Each party waives the right to any interest he/she may have in the other party's estate except as to any will or estate plan executed after the date of the final decree.

- 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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We believe that this agreement is a fair and reasonable resolution of all the issues related to our marriage or civil union. We request that the Court approve the terms of our agreement and incorporate them as part of a Final Order in this case.

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Plaintiff Signature \_\_\_\_\_ Date \_\_\_\_\_

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Defendant Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved as to Form if parties are represented:

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Plaintiffs Attorney

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Defendant's Attorney