TIPS TO FILLING OUT THE SEPARATION AGREEMENT

1. Do not leave any sections unchecked (IF YOU DO NOT HAVE AN ASSET OR DEBT, CHECK THE BOX THAT YOU DO NOT HAVE AN ASSET OR DEBT)

2. The separation agreement must be a perfect combination of both sworn financial statements. Any assets/debts listed in sworn financial statements must be accounted for in the separation agreement regardless of whether it is an individual or marital asset/debt.



Section 1: Caption and Agreement



Caption

-Write in "Larimer" for the County -Write in the Petitioner's name

-Write in the Co-petitioner's/Respondent's

name

-Write in your case number

-Write in your name, address and phone number (under party without attorney section)

Separation Agreement

Check appropriate box under -this is a:

□ Full agreement (We agree to everything and this agreement is signed by both parties)

Partial agreement (We agree to some things and this agreement is signed by both parties)

□ No agreement (prepared by signer and mailed to the other party)

District Court	Count	y, Colorado				
Court Address:						
In re the Marriage of:						
Petitioner:						
and						
Co-Petitioner/Respondent:			•	COURT	USE ONLY	
Attorney or Party Without At	torney (Name and Address):		Case Nu	imber:		
	E-mail:					
FAX Number:	Atty. Reg. #:		Division	Cou	urtroom	
	SEPARATION AGRE	EEMENT (MAR	RIAGE)		

To promote the amicable settlement of disputes among parties, parties getting a divorce (dissolution of marriage) or legal separation may enter into a written separation agreement containing provisions for maintenance (spousal support) for either party and for the disposition of property and debt. The Court must follow the separation agreement as it pertains to the parties themselves and to property, unless the Court finds the agreement unconscionable, in which case it may order the parties to submit a revised agreement.

You may use this form as a separation agreement to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. If you need more space than is provided, attach additional pages to the form. Any additional pages must include signatures.

This is a:

Full Agreement (We agree to everything and this Agreement is signed by both parties)
 Partial Agreement (We agree to some things and this Agreement is signed by both parties)
 No Agreement (Prepared by signer and mailed to the other party)

If this is a partial Agreement or the Agreement was prepared by one party, please complete and file with the Court JDF 1129 - Pretrial Statement to identify issues that you have not agreed on. This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.

000

Assets: A (Real Estate)





Assets: A. (Real Estate)

Check appropriate box(es) regarding ownership of Real Estate

☐ The parties do not own any Real Estate (if this box is checked, leave the rest of this section blank)

- □ The parties agree to the following
 - -Write in the property address
 - -Check "P" if Petitioner will take ownership and title
 - -Check "R" if Respondent will take ownership and title
 - -Check "P" if Petitioner will assume all obligations
 - -Check "R" if Respondent will assume all obligations
 - -If the obligations will be divided, write in the percentage of how

that will occur

bv

- Check the appropriate box(es) regarding agreements about Real Estate
 - \Box The parties agree to sell the Real Estate.
 - -Write down how any proceeds or monies owed will be divided
 - -Petitioner: \$ ______ or _____
 - -Co-Pet/Resp: \$_____ or ____%.
 - □ The parties agree to prepare documents
 - -Quit Claim Deed to transfer title by _____ (date)

□ The party who will take ownership and title of the property will have _____ months from (date) or will have until (date) to refinance the loan and remove the other spouse from the debt.

□ The parties agree to an equity payout

-Petitioner Co-Pet/Resp. will pay \$ ____ to the Petitioner Co-Pet/Resp. (date).

The parties have already transferred title and have notified the lender of the change in ownership per this agreement.

Other: Be specific about what the agreement is

A. Real Estate (Check all that apply.)

The parties do not own any Real Estate.

The parties agree to the following terms relating to all Real Estate owned.

Identify address	Party who will take		Party who will assume all obligations.				
	owne	ownership and title.		(Mortgage, Taxes, Insurance)			
	P	R	Р	R	Both (indicate %)		
					P%R%		
					P%R%		

The parties agree to sell the Real Estate. Any p	proceeds or moni	es owed following the sal	e with be divided to
the parties as follows: Petitioner: \$	or	% and Co-Pet/Resp:	\$ or
	uit Claim Deed) to	transfer title by	(date).
The party who will take ownership and title of the	property		
will havemonths from	(date) or		
will have until (date) to re	efinance the loan	and remove the other spo	ouse from the debt.
The parties agree to an equity payout.			
The Petitioner Co-Pet/Resp. will pay (date).	\$	to the Petitioner	Co-Pet/Resp. by
The parties have already transferred title and I	have notified the	lender of the change in	ownership per this
agreement.			
Cther:			

Assets: B (Motor Vehicles and/or Recreation Vehicles)





Assets: B. (Motor Vehicles and/or Recreation Vehicles)

Check appropriate box(es)

☐ The parties do not own any Motor Vehicles and/or Recreation Vehicles (if this box is checked, leave the rest of this section and the next section blank)

 The parties agree to the following terms relating to all Motor Vehicles & Recreation Vehicles owned

 Identify the type of vehicle
 Year, make, model, and VIN number
 Check "P" if Petitioner will take ownership and title
 Check "R" if Respondent will take ownership and title
 Check "P" if Petitioner will assume all obligations
 Check "R" if Respondent will assume all obligations
 If the obligations will be divided, write in the

B. Motor Vehicles and/or Recreation Vehicles (Check all that apply.)

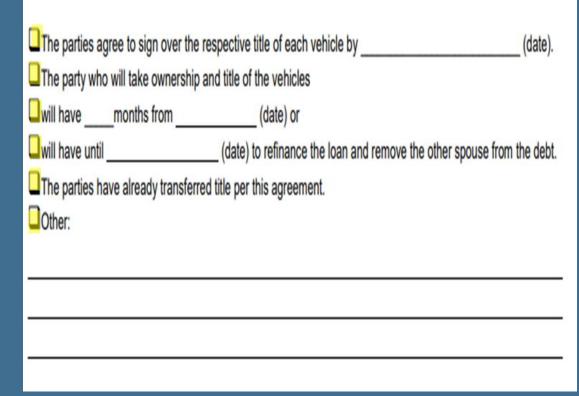
The parties do not own any Motor Vehicles and/or Recreation Vehicles.

The parties agree to the following terms relating to all Motor Vehicles & Recreation Vehicles owned.

Identi	fy type			will owne	who take rship	obligations. (Loan Payment, Registration		
				and	title.	Insurance)		
Year	Make	Model	VIN#	Ρ	R	Ρ	R	Both (indicate %)
								P%R%
								P%R%
								P%R%
								P%R%
								P%R%

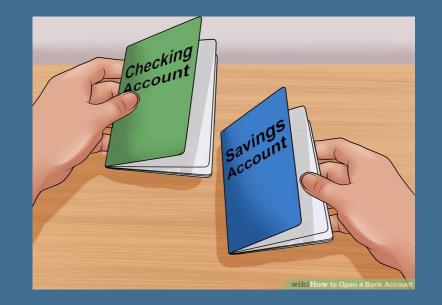
Check appropriate box(s)

The parties agree to sign over the respective title of each vehicle by (date). The party who will take ownership and title of the vehicles └ Will have months from (date) or will have until (date) to refinance the loan and remove the other spouse from the debt. The parties have already transferred title per this agreement U Other: Be specific about what the agreement is



Assets: C (Cash on Hand, Bank, Checking, and Savings Accounts)







Assets: C. (Cash on Hand, Bank, Checking and Savings Accounts (Check all the apply)

Check the appropriate box(s)

□ The parties do not have any accounts (if you check this box, leave the rest of the section blank)

□ The parties agree to the following terms relating to all accounts -List the name(s) of the banks or financial institutions -List the type of account

- -checking
- -savings
- -other

-Check the box or write in how the funds will be distributed

-Petitioner- 100%

-Respondent- 100%

-If the amount is not 100% for one party, write in the percentage of what each party will receive (total must equal 100%) \Box The parties agree to divide/transfer the funds by (date).

□ The parties have already divided/transferred the funds per

this agreement.

□ Other: Be specific about the arrangements

Cash on Hand, Bank, Checking, and Savings Accounts (Check all that apply.)

The parties do not have any accounts.

The parties agree to the following terms relating to all accounts.

Identify Name of Bank or Final Institution	cial Identify Type of	Dis	stribution	of each account.
	Bank	P = 100%	R = 100%	Both (indicate %)
				P%R%

The parties agree to divide/transfer the funds by _

(date)

The parties have already divided/transferred the funds per this agreement Other









Assets: D (Life Insurance)

Check the appropriate box(s)

☐ The parties do not have life insurance (if you check this box, leave the rest of the section blank)

☐ The parties agree to the following terms relating to all life insurance accounts.

□ Neither party will be required to carry life insurance on his/her life.

□ The Petitioner will carry life insurance on his/her life in the amount of \$ _____ (name of spouse) as beneficiary for ____ (years/months) or until _____ (specific date) and/or

□ The Co/Petitioner/Respondent will carry life insurance on his/her life

in the amount of \$ ____ with _____ (name of spouse) as beneficiary for _____ (years/months) or until _____ (specific date) _____ Other: Be specific about the arrangements

The parties do not have life insurance. The parties agree to the following terms re	elating to all life insurance accounts.
Neither party will be required to carry life i	
The Petitioner will carry life insurance on vith	his/her life in the amount of \$ (name of spouse) as beneficiary
	(specific date)
	ife insurance on his/her life in the amount of \$ (name of spouse) as beneficiary
for (years/months) or until	(specific date)
Other:	

Assets: E (Furniture, Household Goods, and Other Personal Property)





Assets: E (Furniture, Household Goods and Other Personal Property)

Check the appropriate box(s)

The parties do not have any assets in this category (if you check this box, leave the rest of the section blank)

The parties have divided the furniture, household goods, and other personal property and are satisfied with the division

□ The parties agree to the following terms relating to all furniture, household goods and other personal property Identify the items

-Check the box to indicate which party will be taking ownership of the item

<u>-"P" for Petitioner</u>

-"R" for Co-Petitioner/Respondent

□ The parties agree to divide the furniture, household goods, and other personal property by _____ (date).

□ Other: Be specific about the details

Furniture, Household Goods, and Other Personal Property (Check all that apply.) E.

The parties do not have any assets in this category.

The parties have divided the furniture, household goods, and other personal property and are satisfied with the division.

The parties agree to the following terms relating to all furniture, household goods and other personal property.

Identify Items	P	R	Identify Items	P	R

The parties agree to divide the furniture, household goods, and other personal property by Other:

Assets: F (Stocks, Bonds, Mutual Funds, Securities & Investment Accounts)





<u>Assets: F (Stocks, Bonds, Mutual Funds, Securities &</u> Investment Accounts)

Check the appropriate box(s) (check all that apply)

☐ The parties do not have any accounts (if you check this box, leave the rest of the section blank)

The parties agree to the following terms relating to all accounts
 -List the name of the Assets
 -Write down how any funds/shares will be divided

-Petitioner: \$_____ or ____% -Co-Pet/Resp: \$_____ or ____%

-If the amount is not 100% for one party, write in the percentage of what each party will receive (total must equal 100%)

The parties agree to divide/transfer the funds by ___ (date)
 The parties have already divided/transferred the funds per this agreement.

Other: Be specific about the arrangement

F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts (Check all that apply.)

The parties do not have any accounts.

The parties agree to the following terms relating to all accounts.

Identify name of Stock, Bond, Mutual Fund, etc.	Distribution of Funds, Shares, etc.				
	P = 100%	R = 100%	Both (indicate %)		
			P%R%		
			P%R%		
			P%R%		

(date)

The parties agree to divide/transfer the funds by _____

The parties have already divided/transferred the funds per this agreement.

Other:

Assets: G (Pension, Profit Sharing or Retirement Funds)





Assets: G (Pension, Profit Sharing or Retirement Funds

Check appropriate box(es) (check all that apply)

□ The parties do not have any funds (if you check this box, leave the rest of the section blank)

The parties agree to the following terms relating to all retirement accounts

 List the name of the pension, profit sharing or retirement fund
 Write down how any funds/shares will be divided

-Petitioner: \$_____ or ____% -Co-Pet/Resp: \$_____ or ____%

-If the amount is not 100% for one party, write in the percentage of what each party will receive (total must equal 100%)

□ The parties agree to divide/transfer the funds by _____ (date)

☐ The parties have already divided/transferred the funds/shares per this agreement

QDRO's (necessary in order for the division of the retirement plan to be completed)
□ Indicate which party will be responsible for preparing and submitting a
Qualified Domestic Relations (QDRO) Order
-Contact their fund provider or an attorney by _____(date)
-Indicate which party will assume the costs to prepare the QDRO?
-Petitioner _____%
-Co-Petitioner/Respondent _____%
□ Other: Be specific about the arrangement

G. Pension, Profit Sharing or Retirement Funds (Check all that apply.)

The parties do not have any funds.

Other:

The parties agree to the following terms relating to all retirement accounts.

Identify type of Pension, Profit Sharing or	Distribution of Funds, Shares, etc. within the				
Retirement Fund	various accounts.				
	P = 100%	<mark>R</mark> = 100%	Both (indicate %)		
			P%R%		
			P%R%		
			P%R%		

The parties agree to divide/transfer the funds by ______(date) The parties have already divided/transferred the funds per this agreement.

The Petitioner Co-Petitioner/Respondent is responsible for preparing and submitting a Qualified Domestic Relations Order (QDRO) by contacting their fund provider or an attorney by ______ (date). The cost to prepare the QDRO will be paid as follows: Petitioner: % and Co-Petitioner/Respondent:

<u>%</u>. Note: A QDRO is necessary in order for the division of the retirement plan to be completed. Without a QDRO, plans will not be divided regardless of the parties' agreement identified within this form.

Assets: H (Miscellaneous Assets)





Assets: H (Miscellaneous Assets)

Check appropriate box(s)

The parties do not have any assets in this category (if you check this box, leave the rest of the section blank)

☐ The parties agree to the following terms relating to all miscellaneous assets listed below

-List the items (be sure to list all items identified on the sworn financial statements under Miscellaneous assets and separate property) -Check the box referring to which party will be receiving the item

-"P" for Petitioner

-"R" for Co-petitioner/respondent

 \Box The parties agree to divide the various assets by ____ (date).

The parties have already divided the various assets listed above per this agreement

Other: Be specific about the arrangements

H. Miscellaneous Assets (When completing this section, please consider items identified on the Sworn Financial Statement under "Miscellaneous Assets" and "Separate Property".)

The parties do not have any assets in this category.

The parties agree to the following terms relating to all miscellaneous assets listed below.

Identify Items	P	R	Identify Items	P	R

The parties agree to divide the various assets listed above by	(date).
the second se	

The parties have already divided the various assets listed above per this agreement.

Other:

Section 2:







Section 2: Debts (Unsecured)

Check appropriate box(s)

The parties do not have any debt (if you check this box, leave the rest of the section blank)

□ The parties agree to the following terms relating to all debt and the party responsible for the debt will indemnify and hold the other party harmless (Examples: credit cards, store charge accounts, loans from family, back taxes owed)

-List the name of each creditor (which company the credit card or loan is

from)

-Write in the date of the balance (the date you are signing this document) -Indicate the amount of debt owed for each creditor

-Check the appropriate box(es) to indicate which party will be responsible for each debt

-Use the "P" and/or "R" boxes if one party will be assuming 100% of

the debt

If the responsibility of the debt will be divided, write in the percentage of the debt each party will be responsible for (total must equal 100%)

"P" for Petitioner _____%
"R" for Co-petitioner/respondent _____%
At the bottom of the box
Total the debts to be assumed by Petitioner
Total the debts to be assumed by CoPetitioner/Respondent

Other: Be specific about the arrangement

Section 2: Debts (unsecured)

List unsecured debts such as credit cards, store charge accounts, loans from family members, back taxes owed to the I.R.S., etc. **Do not** list debts that are liens against your property, such as mortgages and car loans, because that payment is already listed above.

The parties do not have any debt.

The parties agree to the following terms relating to all debt and the party responsible for the debt will indemnify and hold the other party harmless.

	Date of	Balance	Party Responsible for future		
Creditor	Balanc <mark>e</mark>				payments.
			Ρ	R	Both (indicate %)
		\$			P% R%
					P% R%
					P% R%
					P% R%
					P% R%
					P% R%
					P% R%
					P% R%
					P% R%
					P% R%
					P% R%
Total debt to be assume	d by Petitioner	\$	Р	_%	
Total debt to be assumed by Co- Pet/Resp.		\$	R_	%	
Other:					1

Section 3: TAXES



Section 3: Taxes

<u>Check the appropriate box(es)</u>

The parties will file a

 Joint
 Separate
 Married filing separately tax return for _____ (year)

 How will any refund or tax owed be allocated?

 -Petitioner _____%
 -Co-petitioner/Respondent _____%
 Other: Be specific about the arrangements

Section 3: Taxes The parties will file a joint separate married filing separately tax return for (identify tax year(s)). State and Federal refunds and/or money owed will be allocated as follows: Petitioner: % and Co-Petitioner/Respondent: %. Other:

Section 4:





<u>Section 4: Maintenance</u> (Spousal/Partner Support)

Check the appropriate box(es)

□ Both parties acknowledge that they have reviewed the maintenance guidelines contained in §14-10-114, C.R.S. (BE SURE TO READ THE STATUTE BEFORE MAKING AN AGREEMENT)

Both parties forever waive their right to receive maintenance (The parties understand that once the Court accepts a party's waiver, that party may never request maintenance)

Both parties agree to the terms of the following Maintenance Agreement

1. Petitioner shall pay maintenance to Respondent or Respondent shall pay maintenance to Petitioner (check one)

2. Payments will be made (check one)

-Weekly

-Bi-weekly (every other week)

-Monthly

-Twice a month

-Payment will be in the amount of \$

3. Payments will begin on _____(date) and will

will end on

____(date)

Section 4: Maintenance (Spousal/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 receive maintenance. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.

Both parties agree to the terms of the following Maintenance Agreement:

- 1. Petitioner Co-Petitioner/Respondent shall pay maintenance to the Petitioner Co-Petitioner/Respondent.
- 2. The Payments will be weekly bi-weekly twice a month monthly in the amount of
 - . In order for the Court to modify this provision in the future, you must select 4(b) below.
- Payments will begin on _____ (date) and will end on _____ (date). In order for the Court to modify this provision in the future, you must select 4(b) below.
- 4. The parties agree on one of the following terms: (Select either a or b. DO NOT select both.)
 - a. The terms of this Maintenance Agreement are contractual in nature and shall not be modified in the future.

OR

b. The following terms of the Maintenance Agreement are modifiable by the Court pursuant to § 14-10-122, C.R.S: (You may select one or both of the two following options.)

The amount of the maintenance payments; and/or

The amount of time that the maintenance shall be paid.

5. Maintenance shall be paid: (check one)

To the Family Support Registry (FSR) along with child support, P. O. Box 2171, Denver, CO 80201-2171.
 Directly to the Petitioner Co-Petitioner/Respondent.
 Other:

Section 4: Maintenance (Spousal/Partner Support) – <u>CONTINUED</u>

*In order for the Court to modify this provision in the future, you must select 4(b)

4.a. The terms of this Maintenance Agreement are contractual in nature and **shall not** be modified in the future OR

4.b. The following terms of the Maintenance Agreement are modifiable by the Court (You may select one or both of the two following options)

The amount of the maintenance payments; and/or
 The amount of time that the maintenance shall be paid
 How will the payments be made? (check one)
 Family support registry (FSR)
 Directly to the other party
 Petitioner
 Co-Petitioner/Respondent
 Other: be specific about the arrangements

Section 4: Maintenance (Spousal/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 receive maintenance. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.

Both parties agree to the terms of the following Maintenance Agreement:

- Petitioner Co-Petitioner/Respondent shall pay maintenance to the Petitioner Co-Petitioner/Respondent.
- The Payments will be weekly bi-weekly twice a month monthly in the amount of
 In order for the Court to modify this provision in the future, you must select 4(b) below.
- 3. Payments will begin on _____ (date) and will end on _____ (date) In order for the Court to modify this provision in the future, you must select 4(b) below.
- 4. The parties agree on one of the following terms: (Select either a or b. DO NOT select both.)
 - a. The terms of this Maintenance Agreement are contractual in nature and shall not be modified in the future.

OR

b. The following terms of the Maintenance Agreement are modifiable by the Court pursuant to § 14-10-122, C.R.S: (You may select one or both of the two following options.)

The amount of the maintenance payments; and/or

The amount of time that the maintenance shall be paid.

5. Maintenance shall be paid: (check one)

To the Family Support Registry (FSR) along with child support, P. O. Box 2171, Denver, CO 80201-2171. Directly to the Petitioner Co-Petitioner/Respondent. Other:

Section 5: Other Terms

This section is used for any other agreements not previously identified in this separation agreement

Be as specific as
 possible about the
 agreement

Section 5: Other Terms Identify below any agreements not identified in Sections 1 – 4.

IMPORTANT INFORMATION

Important Information - Please Read

- Change of title does not end the obligation you may have to notify the financial institution. Court
 approval of any provision to remove either party from a loan does not require the lender to actually
 release the party from the commitment.
- It is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institution, insurance companies, etc. of any changes.
- Joint debt of any kind, for example mortgage, cars, credit cards, remain joint until paid in full or refinanced. Joint credit cards should be destroyed and individual credit cards issued to each spouse to avoid future liability.

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. A party may also ask the Court for sanctions for the other party's refusal to follow this Order.

Please re-read this document carefully to make sure it accurately reflects your agreement. This document includes all agreed upon terms and your signature below indicates that you have read and agree with all terms identified within this agreement.

Verification/Signature Page

	SIGNATURE			
(printed name of Petitioner)	Signature of Petitioner		Date	
Petitioner's Address	City	State	Zip Code	
(Area Code) Home Telephone Number	Area Code) W			
Signature of Attorney if applicable Date				

- Petitioner
 - Print name
 - Sign name

SIGNATURE

 Write in full address and phone number

- Co-Petitioner/Respondent
 - \circ Print name
 - \circ Sign name
 - Write in full address and phone number

(printed name of Co-Petitioner/Respondent)	Signature of Co-Petitioner/Respondent	Date
Co-Petitioner/Respondent's Address	City State	Zip Code
(Area Code) Home Telephone Number	Area Code) Work Telephone Number	
Signature of Attorney if applicable Date		

Verification Page- PART 2

Check appropriate box

□ I am acknowledging I am filling in the blanks and not changing anything else on the form

□ I am acknowledging that I have made a change to the original content of this form (You would be changing the form if you changed any of the printed content on the court form)

By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.

By checking this box, I am acknowledging that I have made a change to the original content of this form.

Certificate of Service

-If both parties sign the separation agreement you may skip this step

-If only one party signs the separation agreement

-Write in the date you provided a copy to the other party and check the appropriate box as to how you have provided it

Fax
 US mail
 Hand delivery
 E-filed
 Email
 Sign the certificate of service

IF ONLY ONE PARTY SIGNS THE SEPARATION AGREEMENT, COMPLETE THE CERTIFICATE OF SERVICE BELOW. CERTIFICATE OF SERVICE

I certify that on		(date), a true and	accurate copy of the SEPARA	TION AGREEMENT		
(MARRIAGE) was served on the other party by:						
Hand Delivery, E-filed, Faxed to this number: , or						
By placing it in the United States mail, postage pre-paid, and addressed to the following:						
To:						