

STOCKBRIDGE-MUNSEE TRIBAL COURT

Mohican Nation

Stockbridge-Munsee Community

Date: [ ]-[ ]-[ ] )

[ ] )

Case No: [ ]

Petitioner, )

[ ] )

Marital Settlement Agreement

Respondent. )

The parties are husband and wife and an action for divorce is pending in the above court. They have made a full disclosure to each other of all assets owned by each of them, of all liabilities and of all income from all sources as set forth in the parties' First Financial Disclosure Statements, filed with the court. The parties agree that the marriage is irretrievably broken, and have come to an agreement settling all of their respective rights and obligations.

IT IS HEREBY STIPULATED AND AGREED by the parties, subject to the approval of the Court, that in the event that the Court grants a divorce, the terms and provisions of this agreement may be incorporated in the Constitution of Law and Judgment to be entered herein; however, this agreement shall independently survive any such judgment and in that respect, the parties agree as follows:

1. CUSTODY AND PLACEMENT:

A. The [ ] shall have primary physical placement of the minor children, namely [ ], DOB: and [ ], DOB:

[ ]. It is in the present and best interest of the minor children that the [ ] be granted physical placement of said minor children.

B. [ ] shall have placement of the minor children. [ ]

C. The holiday schedule supersedes the regular placement schedule which will continue as though uninterrupted by the holiday. If a holiday placement results in one parent having placement for three weekends in a row, the weekend preceding the holiday shall be switched. If one parent is unable to exercise his or her right to any holiday placement, he or she shall not lose the right to that placement in future years. The holiday placement schedule shall be as follows:

HOLIDAY	EVEN YEARS	ODD YEARS
New Year's Eve		
New Year's Day		
Good Friday		
Easter Sunday		
Memorial Day Weekend		
July 3rd		
July 4th		
Labor Day Weekend		
Thanksgiving Day		
Christmas Eve		
Mother's Day		
Father's Day		
Mother's Birthday		
Father's Birthday		
Children's Birthdays		
Other		

D. Both parents shall have access to the children's medical, dental and school records, as well as to the children's court or treatment records and the children's records relating to protective services if applicable.

E. Neither parent shall interfere with the parental rights of the other parent as provided in sec. 948.31, Wis. Stats.

2. CHILD SUPPORT:

Commencing [ ], the [ ], shall pay the sum of [ ] dollars per month as support for the minor child(ren). The child support for any child shall be paid until the child has reached the age of 18. However, if the child is 18 and still attending high school or its equivalent, child support shall be paid until graduation or age 19, whichever is first.

Until there is no current support or arrears obligations both parents shall notify the Stockbridge-Munsee Tribal Clerk of Court of any changes of addresses within 10 days of such change. The child support payer shall notify the Stockbridge-Munsee Tribal Clerk of Court any change of the amount of his or her income sufficient to affect his or her ability to pay child support. Such notification will not result in a change in the order for child support unless a revision of the order is sought from the court and granted by the court.

3. MAINTENANCE to both parties shall be waived or granted in the amount of [ ] until [ ].

4. MEDICAL, HEALTH, AND DAY CARE EXPENSES:

[ ] shall maintain any pay any applicable premiums for the current health, medical, dental, orthodontic, optical, counseling and pharmaceutical costs incurred on behalf of the minor children and not covered by insurance. Each party shall pay his or her share of said uninsured expenses by the provider's billed due date.

5. LIFE INSURANCE POLICIES:

A. The parties shall each maintain in full force and pay the premiums on: all life insurance presently in existence on both parties or obtain comparable insurance coverage, with the parties' minor children named as sole and irrevocable primary beneficiaries until the youngest minor child reaches the age of majority, or until the child has reached the age of 19 so long as the child is pursuing an accredited course of instruction leading to the acquisition of a high school diploma or its equivalent. During the term of such obligations each party shall furnish the other with copies of such policies or evidence of there being such insurance in force and proof of beneficiary designation upon request.

B. Neither of the parties shall borrow against any such policy or use any such policy as collateral or impair its value in any manner without the express written consent of the other party or order of the court.

C. This obligation may be satisfied by provisions in a will or trust.

D. If either party fails for any reason to maintain any of the insurance required under this article, there shall be a valid and provable lien against his/her estate in favor of the specified beneficiary to the extent of the difference between the insurance required and the actual death benefits received.

**E. PROPERTY DIVISION:**

A. Personal property: As a full, final, complete and equitable property division (and in lieu of any and all maintenance, maintenance being specifically denied and terminated to both parties), each party is awarded the following personal property:

**Petitioner:**

\*One half of the personal property and household goods and furnishings as mutually agreed between the parties;

\*One half of the state and federal income tax refunds for [redacted].

\*Retirement account in his/her name;

[redacted] Checking and Savings Accounts

[redacted] Automobile

**Respondent:**

\*One half of the personal property and household goods and furnishings as mutually agreed between the parties;

\*One half of the state and federal income tax refunds for [redacted].

\*Retirement account in his/her name;

[redacted] Checking and Savings Accounts

[redacted] Automobile

**B. Real property:**

The residence located at [redacted] and legally described as: [redacted] County of [redacted], State of Wisconsin shall be awarded to the [redacted] and the [redacted] shall be divested of all right, title, and interest therein. The [redacted] shall be liable for the first mortgage, payable to [redacted] in the total amount of approximately \$ [redacted] and shall hold the [redacted] harmless thereon. Petitioner/Respondent shall make every reasonable effort to re-finance the mortgage and have the respondent's name removed from the loan document.

**C. Cash Payment to Equalize the Division:**

To equalize the property division herein, the [redacted] shall pay to the respondent the sum of [redacted] within thirty (30) days of the final hearing herein. The parties understand that the cash payment is to equalize the property division and is a nontaxable transfer pursuant to Section 1041.C(2) of the Internal Revenue Code.

**6. DEBTS AND FINANCIAL OBLIGATIONS:**

A. Each party shall assume sole responsibility for his or her own individual debts incurred after [redacted], the date of the commencement of this action, and shall hold the other harmless thereon.

B. Each party warrants that he or she has not incurred any debts or liabilities that are unpaid other than those disclosed in the parties' Final Financial Disclosure Statements. Any outstanding debt or liability not disclosed shall be the responsibility of the person who incurred it, and the party shall hold the other harmless for its payment.

C. The petitioner herein shall be responsible for and pay the following debts and amounts and shall hold the respondent harmless thereon:

[redacted]  
[redacted]

D. The respondent herein shall be responsible for and pay the following debts and amounts and shall hold the respondent harmless thereon:

[redacted]  
[redacted]

E. Each party shall hold the other harmless from any claim by any of the above creditors, and each shall hold the other harmless from any claim by the creditors against any security for any of the obligations.

**7. TAX CONSEQUENCES:**

A. It is contemplated that the parties will be filing joint or individual income tax returns for the tax year [redacted]. The parties agree to equally share any refunds or tax due. The parties agree that this agreement shall not effect their respective rights and responsibilities under Wisconsin divorce law as to all economic issues in the pending divorce action except as to the specific issue of income tax liability addressed herein.

**8. ATTORNEY FEES:**

Each of the parties shall pay his or her own attorney fees and costs necessary to maintain this action.

**9. EXECUTING DOCUMENTS EFFECTUATING AGREEMENT.**

Now, or in the future, upon demand, the parties agree to execute and deliver any and all documents which may be necessary to carry out the terms and conditions of the Marital Settlement Agreement.

**10. VOLUNTARY EXECUTION:**

Each party acknowledges that this Marital Settlement Agreement has been entered into of his or her own volition with full knowledge and information. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by either party in making this Agreement.

**11. DIVESTING OF PROPERTY RIGHTS:**

Except as otherwise provided in this Agreement, each party shall be divested of and each party waives, renounces and gives up all right, title and interest in and to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective parties, free and clear of any right, title, interest, or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never married.

**12. MUTUAL RELEASES:**

A. Neither party may, at any time hereafter, sue the other, or his or her heirs, personal representatives, and assigns for the purpose of enforcing any or all of the rights relinquished and/or waived under this agreement. Both parties also agree that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by either party.

B. Each party acknowledges that he/she has no claim against the other for any torts, claims of bad faith management and marital assets, breach of contract or on any other basis. This agreement settles all matters between the parties.

**13. FULL DISCLOSURE AND RELIANCE:**

Each party warrants to the other that there has been an accurate, complete, and current disclosure of all income, assets, debts and liabilities. Both parties understand and agree that the deliberate failure to provide complete disclosure constitutes perjury. The property referred to in this Agreement represents all the property that either party, separately or by the parties jointly. This Agreement is founded on the parties' Financial Disclosure Statements filed with the court. Both parties relied on these financial representatives when entering into this Agreement.

**14. TRIBAL COURT AS FORUM:**

The forum for all disputes shall be in the Stockbridge-Munsee Tribal Court unless the parties otherwise agree in writing.

**15. RESTRAINING PROVISIONS:**

Both parties agree not to molest, interfere with, or impose any restraint upon the personal liberty of each other, and except with specific permissions of the other party, neither will come upon the premises occupied by the other as a dwelling, except for the purpose of exchange of physical placement of the minor children.

**16. ENTIRE AGREEMENT:**

Each party acknowledges that no representation of any kind have been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.

**17. SURVIVAL OF AGREEMENT AFTER JUDGMENT:**

Both parties agree that the provisions of this Agreement shall survive any subsequent judgment of divorce and shall have independent legal significance. This Agreement is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either party may enforce this Agreement in this or in any other court of competent jurisdiction.

Petitioner's Signature

Date

Counsel for Petitioner

Date

Respondent's Signature

Date

Counsel for Respondent

Date