

STATE OF VERMONT

SUPERIOR COURT

FAMILY DIVISION

Unit

Case No. \_\_\_\_\_

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Plaintiff Name	DOB	V.	Defendant Name	DOB
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FINAL STIPULATION

Property, Debts and Spousal Support  
(for use in nonresident divorce/dissolution cases only)

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 of and the resumption of our marital or civil union relationship is not reasonably probable. We began living separately on \_\_\_\_\_

2. Waiting Period (Nisi Period)

In Vermont, a divorce/civil union 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 can impact 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. 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 by \_\_\_\_\_.

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 by \_\_\_\_\_.

Describe vehicle(s): \_\_\_\_\_

- ☐ Refinancing of any loans related to this vehicle will be completed by \_\_\_\_\_

#### 4. 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*):

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

#### 5. 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 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 within a reasonable period of time not to exceed \_\_\_\_\_ months.

#### 6. 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: \_\_\_\_\_

## 7. Real Estate

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

\_\_\_\_\_

\_\_\_\_\_

- ☐ We do not own any property in joint names. Each party if 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 \_\_\_\_\_, the 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 condition 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 \_\_\_\_\_, the 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 condition related to the transfer:

\_\_\_\_\_

\_\_\_\_\_

**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)*
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Other agreements related to payment of debt:
- \_\_\_\_\_
- \_\_\_\_\_

**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.
- ☐ Each year on or before \_\_\_\_\_, this obligation shall be 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. Department of Labor web site: <http://www.bls.gov/cpi/>)*
- ☐ Other: *(please describe)*
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**10. Procedure for Resolving Disputes**

- ☐ If we have a dispute in the future about any aspect of this agreement, we agree to attempt to resolve the dispute first through mediation before filing with the court.
- ☐ The parties agree to use the following procedure to resolve disputes instead of mediation.
- \_\_\_\_\_

**11. 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.

**12. Name Change**

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

### 13. Acknowledgments Required For Nonresident Divorce/Dissolution

*(All boxes must be checked in order to qualify for a nonresident divorce/dissolution.)*

- ☐ Financial Disclosure: We warrant that we have fully disclosed all of their property, income, assets and debts to each other.
- ☐ Abuse Prevention Order: Neither of us is subject to an abuse prevention order in a proceeding between us.
- ☐ Children: No minor children were born or adopted during our marriage/union.
- ☐ Unavailability of Divorce/Dissolution: The state or states where we reside do not recognize our marriage/union for the purposes of divorce/dissolution.
- ☐ We are entering into this stipulation freely and voluntarily
- ☐ We understand that if either of us wishes to litigate any issue related to this dissolution before a Vermont court, one of us must meet the residency requirement set forth in 15 V.S.A. § 592 of the Vermont Statutes.

### 14. Other *(check all applicable boxes)*

- ☐ 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 and we have each entered into this agreement freely and voluntarily. We request that the Court approve the terms of our agreement and make them a part of a Final Order in this case.

Date

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\_\_\_\_\_  
Plaintiff's Signature

Date

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\_\_\_\_\_  
Defendant's Signature

Approved as to Form if parties are represented:

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

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