DISSOLUTION/LEGAL SEPARATION AGREEMENT
JD-FM-172 Rev. 6-20
C.G.S. § 46b-51

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

For information on ADA accommodations, contact a court clerk or go to: *www.jud.ct.gov/ADA*.

Instructions
Complete all of the sections of this form that apply to you.

Judicial district of	At *(Town)*	Docket number

Plaintiff's name *(Last, first, middle initial)*	Defendant's name *(Last, first, middle initial)*

The parties are entering into this agreement to settle all the claims regarding the dissolution of their marriage or civil union, or legal separation, and agree to the following terms and conditions:

1. Our *(Select one)* ☐ marriage ☐ civil union ☐ legal separation has broken down irretrievably and there is no prospect of reconciliation.

2. Alimony: *(Select all that apply)*

☐ A. Waiver of Alimony *(if selected, move to section 3 when completed)*

Having carefully considered the income, financial resources, liabilities, and expenses of each other and themselves, the ☐ plaintiff ☐ defendant waive(s) forever the right to claim or receive alimony from the other party.

OR

☐ B. Periodic Alimony

☐ The plaintiff shall pay the defendant alimony in the amount of:
$ _____ per _____ for a period of _____.

Or as follows: _____

This alimony *(Select one)* ☐ shall ☐ shall not be modifiable as to term.
This alimony *(Select one)* ☐ shall ☐ shall not be modifiable as to amount.

☐ The defendant shall pay the plaintiff alimony in the amount of:
$ _____ per _____ for a period of _____.

Or as follows: _____

This alimony *(Select one)* ☐ shall ☐ shall not be modifiable as to term.
This alimony *(Select one)* ☐ shall ☐ shall not be modifiable as to amount.

The alimony shall terminate upon the first of the following to occur:

☐ death of either party

☐ remarriage of the alimony recipient

☐ conclusion of the term set forth above

☐ other: _____

The provisions of section 46b-86(b) of the General Statutes regarding cohabitation ☐ shall ☐ shall not apply.

OR

☐ C. Lump Sum Alimony

The *(Select one)* ☐ plaintiff ☐ defendant shall pay the *(Select one)* ☐ plaintiff ☐ defendant lump sum alimony in the amount of $ _____ on or before *(date)* _____ .

3. Real Estate: *(Select all that apply)*

☐ **The parties do not own any real estate together or separately** *(if selected, move to section 4 when completed)*

OR

Real Estate Property #1 *(address)*: _____

☐ Property held solely in one party's name and to be retained by that party:

The *(Select one)* ☐ plaintiff ☐ defendant shall retain sole ownership of Property #1 and shall hold harmless and indemnify the other party from all expenses, costs, mortgages, taxes, notes, and liens associated with the property.

☐ Transfer of property by quit claim deed

The *(Select one)* ☐ plaintiff ☐ defendant shall transfer all right title, and interest in and to Property #1 to the: *(Select one)* ☐ plaintiff ☐ defendant by *(date)* _____. From and after the date of transfer the *(Select one)* ☐ plaintiff ☐ defendant shall assume, hold harmless and indemnify the other party from all expenses, costs, mortgages, taxes, notes and liens associated with the property.

Other terms: _____

☐ Refinance of Mortgage(s) Secured by Property

The *(Select one)* ☐ plaintiff ☐ defendant shall refinance the mortgage on Property #1 listed above so as to remove the other party's name from the mortgage by no later than *(date)* _____ .

Other terms: _____

☐ Sale of Property

The parties agree to place Property #1 on the market for sale by *(date)* _____ .

☐ The parties shall list the property for sale at its fair market value with an MLS real estate agent familiar with real property values in the area where the property is located. If the home is not sold within 45 days of the listing, the price shall be reduced in accordance with the recommendation of the listing agent.

☐ Other method: _____

Upon sale of the property, any proceeds that remain after the payment of all mortgages, liens, taxes, customary and reasonable closing costs, shall be divided between the parties as follows: Plaintiff _____ % Defendant _____ %

Upon the sale of the property, any deficiency, after the payment of all mortgages, liens, taxes, customary and reasonable closing costs, shall be divided between the parties as follows: Plaintiff _____ % Defendant _____ %

If the property is foreclosed, the above percentages shall also apply to any net proceeds or deficiency, as applicable.

The *(Select one)* ☐ plaintiff ☐ defendant shall pay the following expenses of Property #1 pending the sale:

_____

Other terms: _____

☐ The court shall retain jurisdiction over the sale of Property #1.

☐ Other: _____

Real Estate Property #2 *(address)*: _____

☐ Property held solely in one party's name and to be retained by that party:

The *(Select one)* ☐ plaintiff ☐ defendant shall retain sole ownership of Property #2 and shall hold harmless and indemnify the other party from all expenses, costs, mortgages, taxes, notes, and liens associated with the property.

3. Real Estate: *(Continued)*

☐ Transfer of property by quit claim deed

The *(Select one)* ☐ plaintiff ☐ defendant shall transfer all right title, and interest in and to Property #2 to the: *(Select one)* ☐ plaintiff ☐ defendant by *(date)* _____. From and after the date of transfer the *(Select one)* ☐ plaintiff ☐ defendant shall assume, hold harmless and indemnify the other party from all expenses, costs, mortgages, taxes, notes and liens associated with the property.

Other terms: _____

☐ Refinance of Mortgage(s) Secured by Property

The *(Select one)* ☐ plaintiff ☐ defendant shall refinance the mortgage on Property #2 listed above so as to remove the other party's name from the mortgage by no later than *(date)* _____ .

Other terms: _____

☐ Sale of Property

The parties agree to place Property #2 on the market for sale by *(date)* _____ .

☐ The parties shall list the property for sale at its fair market value with an MLS real estate agent familiar with real property values in the area where the property is located. If the home is not sold within 45 days of the listing, the price shall be reduced in accordance with the recommendation of the listing agent.

☐ Other method: _____

Upon sale of the property, any proceeds that remain after the payment of all mortgages, liens, taxes, customary and reasonable closing costs, shall be divided between the parties as follows: Plaintiff _____ % Defendant _____ %

Upon the sale of the property, any deficiency, after the payment of all mortgages, liens, taxes, customary and reasonable closing costs, shall be divided between the parties as follows: Plaintiff _____ % Defendant _____ %

If the property is foreclosed, the above percentages shall also apply to any net proceeds or deficiency, as applicable.

The *(Select one)* ☐ plaintiff ☐ defendant shall pay the following expenses of Property #2 pending the sale:

_____

Other terms: _____

☐ The court shall retain jurisdiction over the sale of Property #2.

☐ Other: _____

4. Motor Vehicles: *(Select all that apply)*

☐ The parties do not own any motor vehicles together or separately *(if selected, move to section 5 when completed)*

☐ The *(Select one)* ☐ plaintiff ☐ defendant is awarded the vehicle *(year, make, model)* _____ free and clear of any claim by the other party, and shall be responsible for all expenses as to this vehicle, including, but not limited to, car payments, maintenance, registration, insurance, and taxes.

☐ The *(Select one)* ☐ plaintiff ☐ defendant is awarded the vehicle *(year, make, model)* _____ free and clear of any claim by the other party, and shall be responsible for all expenses as to this vehicle, including, but not limited to, car payments, maintenance, registration, insurance, and taxes.

☐ Other: _____

5. Bank Accounts: *(Select all that apply)* - ***Do NOT Include Account Numbers***

☐ A. The parties do not own any bank accounts together or separately *(if selected, move to section 6 when completed)*

☐ B. The bank accounts that are held solely in one party's name, as set forth on the financial affidavits submitted simultaneously with this agreement, shall be retained by that party free and clear of any claim by the other party unless divided under Paragraph 5C below.

☐ C. The parties agree to the following terms relating to the bank accounts listed below:

Name of Bank or Financial Institution	Type of Bank Account *(i.e. checking, savings)*	Balance	Distribution of Account	
			% to Plaintiff	% to Defendant

☐ The parties agree to divide/transfer the funds as set forth in section 5C by *(date)* _____ .

OR

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

☐ Other terms regarding bank accounts *(if any)*

_____

_____

_____

6. Stocks, Bonds, Mutual Funds, Securities, and Investment Accounts: *(Select all that apply)* - ***Do NOT Include Account Numbers***

☐ A. The parties do not own any stocks, bonds, mutual funds, securities, or investment accounts either solely, jointly, or with a third party. *(if selected, move to section 7 when completed)*

☐ B. The parties' stocks, bonds, mutual funds, securities, or investment accounts that are held solely in one party's name, as set forth in the financial affidavits submitted simultaneously with this agreement, shall be retained by that party free and clear of any claim by the other party unless divided under Paragraph 6C below.

☐ C. The parties agree to the following division of assets:

Name of Stock, Bond, Mutual Fund, etc.	Value	Distribution of Funds, Shares, etc.	
		% to Plaintiff	% to Defendant

☐ The parties agree to divide/transfer these assets by *(date)* _____ .

OR

☐ The parties have already divided/transferred these assets consistent with the terms of this agreement.

☐ Other terms regarding these assets *(if any)*

_____

_____

_____

7. Pension, Profit Sharing, Deferred Compensation, or Retirement Funds: *(Select all that apply)* - ***Do NOT Include Account Numbers***

☐ A. The parties do not own any pension, profit sharing, deferred compensation, or retirement funds, either solely, jointly, or with a third party. *(if selected, move to section 8 when completed)*

☐ B. The parties' pension, profit sharing, deferred compensation, or retirement funds that are held solely in one party's name, as set forth on the financial affidavits submitted simultaneously with this agreement, unless divided under Paragraph 7C below, shall be retained by that party free and clear of any claim by the other party.

☐ C. The parties agree to the division of their accounts as set forth below:

Type of Pension, Profit Sharing, or Retirement Fund	Value	Distribution of Funds, Shares, etc. within the Various Accounts	
		% to Plaintiff	% to Defendant

☐ Any gains or losses on the investment between the date of dissolution and distribution shall be shared in proportion to each party's share of the whole.

Note: A Domestic Relations Order/Qualified Domestic Relations Order (DRO/QDRO) may be necessary in order for the division of the retirement plan to be completed. You must consult with the plan administrator.

The parties shall be responsible for and cooperate with each other in securing a Domestic Relations Order/Qualified Domestic Relations Order to effectuate the transfer(s) or division(s) referenced in section 7C above.

☐ The cost to prepare the Domestic Relations Order/Qualified Domestic Relations Order will be paid as follows: Plaintiff _____ % Defendant _____ %

☐ Other terms regarding these assets *(if any)*:

_____

_____

_____

8. Life Insurance: *(Select all that apply)*

☐ Neither party is required to secure or maintain life insurance for the benefit of the other. *(if selected, move to section 9 when completed)*

☐ The plaintiff will secure and/or maintain life insurance on his/her life in the amount of $ _____ with *(name of spouse)* _____ as beneficiary until *(date)* _____ .

This Life Insurance *(Select one)* ☐ shall ☐ shall not be modifiable as to term.
This Life Insurance *(Select one)* ☐ shall ☐ shall not be modifiable as to amount.

☐ The defendant will secure and/or maintain life insurance on his/her life in the amount of $ _____ with *(name of spouse)* _____ as beneficiary until *(date)* _____ .

This Life Insurance *(Select one)* ☐ shall ☐ shall not be modifiable as to term.
This Life Insurance *(Select one)* ☐ shall ☐ shall not be modifiable as to amount.

☐ Other: _____

_____

_____

9. Medical Insurance: *(Select all that apply)*

☐ Each party shall be responsible for their own medical insurance needs.
(if selected, move to section 10 when completed)

☐ The plaintiff will secure and/or maintain medical insurance for the benefit of the defendant until *(date)* _____ and be responsible for the cost thereof.

☐ The defendant will secure and/or maintain medical insurance for the benefit of the plaintiff until *(date)* _____ and be responsible for the cost thereof.

☐ Other: _____

10. Furniture, Household Goods, and Other Personal Property: *(Select all that apply)*

☐ The parties have already divided the furniture, household goods, and other personal property and are satisfied with with the division. *(if selected, move to section 11 when completed)*

☐ The parties agree to divide the furniture, household goods, and other personal property as set forth below by *(date)* _____ .

Identify Items	Plaintiff	Defendant	Identify Items	Plaintiff	Defendant
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐

☐ The parties will attempt to reach an agreement upon the division between them of their furniture, household goods, and other personal possessions. If they are unable to reach an agreement within sixty (60) days after the date of judgment, then they agree to go to binding arbitration of the issue by a neutral arbitrator at their equal expense. The parties understand that they will be obligated to follow the decision of the arbitrator and will have no right to return to court on the issue of division of personal property except to enforce the use of the arbitration process or the award of the arbitrator.

☐ Other: _____

11. Miscellaneous Assets: *(Select all that apply)* - ***Do NOT Include Account Numbers***

☐ The parties do not have any assets in this category. *(if selected, move to section 12 when completed)*

☐ The parties agree to divide their miscellaneous assets as set forth below by *(date)* _____ .

Identify Asset	Plaintiff	Defendant	Identify Asset	Plaintiff	Defendant
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐
	☐	☐		☐	☐

☐ Other: _____

12. Debts - Credit Card, Consumer, Taxes, Health Care, Other: *(Select all that apply)* - ***Do NOT Include Account Numbers***

☐ The parties do not have any debt. *(if selected, move to section 12 when completed)*

☐ The parties have separately held debts. Each party agrees to assume full responsibility for all of their own debts (including debts listed on their financial affidavit) and to indemnify and hold the other party harmless thereon.

☐ The parties agree to the following terms relating to joint debts and the party responsible for the debt, or portion thereof, will indemnify and hold the other party harmless thereon:

Name of Creditor	Date of Balance	Balance	Responsibility for Future Payments	
			% Plaintiff	% Defendant

☐ Other: _____

13. Additional Agreement Terms:

_____

14. Change of Name:

☐ The Plaintiff's name is restored to ☐ birth name ☐ former name of: _____

☐ The Defendant's name is restored to ☐ birth name ☐ former name of: _____

IF YOU HAVE NO CHILDREN UNDER THE AGE OF 23 YEARS, SKIP SECTION 15 AND GO TO THE END.

15. Children and Post-Majority Education: *(Select all that apply)*

☐ We have the following minor children (under the age of 18, or still in high school and under the age of 19) in common: ***(if selected, you must also complete and submit a Custody Agreement and Parenting Plan, form JD-FM-284)***

Name	Birth date	Name	Birth date

☐ We have the following children who are over the age of 18 but under the age of 23:

Name	Birth date	Name	Birth date

Agreement as to Post-Majority Educational Support as to all listed children: *(Select only one)*

☐ Both of the parties have made a knowing and intelligent waiver of their right to request a post-majority educational support order;

☐ The parties ask the court to find that it is more likely than not that the parents would have provided post-majority educational support if the family were intact, **and** to enter an order for such support in accordance with the following:

_____

_____

_____

☐ The parties ask the Court to find that it is more likely than not that the parents would have provided post-majority educational support if the family were intact, and for the Court to reserve jurisdiction to determine at a later date whether to enter a post-majority educational support order and the terms of the order;

☐ The parties ask the Court to reserve jurisdiction to determine at a later date whether a post-majority educational support order should issue and the terms of the order.

The parties agree to promptly execute all documents necessary to effectuate the terms and conditions of this agreement.

Only sign this agreement if you have read it carefully and understand every part of it. Do not sign this agreement unless it accurately describes your full agreement. This agreement waives certain important rights and establishes certain important rights in your favor. This agreement MUST be signed by BOTH parties.

We certify that the above statements are our agreement. We have signed it voluntarily, and no one pressured or forced us to do so.

Plaintiff's signature	Plaintiff *(Print name)*	Date signed
Defendant's signature	Defendant *(Print name)*	Date signed
Other signature	Other Signer *(Print name and Capacity)*	Date signed
Other signature	Other Signer *(Print name and Capacity)*	Date signed