# VIII. SAMPLE PROPERTY SETTLEMENT AGREEMENT

Below is a sample of an acceptable **property settlement agreement.** You may use it as a model for your own agreement if you wish. You can find a fill-in-the blanks version of this agreement at [*www.courts.ca.gov/selfhelp*](http://www.courts.ca.gov/selfhelp)in the section on summary dissolution.

* The parts that are underlined will fit most cases. You can copy these parts for your own agreement. Since many of the words have special meanings in the law, you may wish to talk to a lawyer if you want to change the words.
* The parts printed in regular type (not underlined) are based on an imaginary couple. You will need to replace these parts with items that apply to your situation.
* The numbered notes in *italics* in the right-hand column are **not** part of the agreement. They are there to help you understand it. (You will not need the small 1 and 2 in the sample for your agreement.)
* The sample below is for a married couple, so it refers to marriage. If you are ending a domestic partnership, you should say that in your agreement. If you are ending both a marriage and a domestic partnership with the same person, say both and write in the dates of both your marriage and the registration of your domestic partnership.

Remember, you can divide the items any way you want. As long as you both agree, the court will accept it. If you cannot agree about the division of your property and debts, you should file a regular dissolution.\*

# PROPERTY SETTLEMENT AGREEMENT

1. We are Chris P. Smedlap, hereafter called Chris,1 and Pat T. Smedlap, hereafter called Pat.1 We were married on October 7,

2009, and separated on December 5, 2010. Because irreconcilable differences2 have caused the permanent breakdown of our marriage, we have made this agreement together to settle once and for all what we owe to each other and what we can

1 *If you prefer, you can also write "hereafter called "Wife" or "Husband" or "Partner A" or "Partner B" whichever applies. Just make sure it is clear to whom you are referring.*

2 *This means there are problems in your marriage or domestic partnership that you think can never be solved.* ***Irreconcilable differences*** *is the only legal grounds for getting a* ***summary dissolution.***

expect from each other. Each of us states here that nothing has

been held back and that we have honestly included everything we

could think of in listing the money and goods that we own; and

each of us states here that we believe the other has been open

and honest in writing this agreement. Each of us agrees to sign

and exchange any papers that might be needed to complete this

agreement.

\* At the trial in a regular dissolution, a judge would set a value on and divide community property and debts into two approximately equal parts as provided by California law.

Each of us also understands that even after a *Joint Petition for Summary Dissolution* is filed, this entire agreement will be canceled if either of us revokes the dissolution proceeding.3

1. Division of Community Property 4

We divide our community property as follows:

* 1. Chris transfers to Pat as Pat's sole and separate property:
		1. All household furniture and furnishings located at the apartment at 180 Needlepoint Way, San Francisco.5
		2. All rights to cash in savings account at Home Savings.
		3. All cash value in life insurance policy insuring life of Pat through Sun Valley Life Insurance.
		4. All retirement and pension plan benefits earned by Pat during marriage.
		5. Two U.S. Savings Bonds, Series E.
		6. Pat’s jewelry.
		7. 2003 Chevrolet 4-door sedan.

3 *This means that the property agreement is a part of the dissolution proceeding. If either of you decides to stop the dissolution proceeding by turning in a* Notice of Revocation of Petition for Summary Dissolution *(form FL-830) (see page 18), this entire agreement will be canceled.*

4 *Community property is property that you own as a couple (see page 2).*

*If you have no community property, replace Part II with the simple statement* ***"We have no community property."***

5 *If the furniture and household goods in one apartment are to be divided, they may have to be listed item by item.*

* 1. Pat transfers to Chris as Chris's sole and separate property:
		1. All household furniture and furnishings located at the apartment on 222 Bond Street, San Francisco.
		2. All retirement and pension plan benefits earned by Chris during marriage.
		3. Season tickets to Golden State Terriers basketball games.
		4. One stereo set.
		5. One set of Jock Nicklaus golf clubs.
		6. One RAC color television.
		7. 2003 Ford station wagon.
		8. One pet parrot named Arthur, plus cage and parrot food.
		9. All rights to cash in checking account in Bank of America.
1. Division of Community Property (Debts)

6

* 1. Chris will pay the following debts and will not at any time hold Pat responsible for them:
		1. Mister Charge account.
		2. Debt to Dr. R. C. Himple.
		3. Debt to Sam’s Drugs.

6 *If you have no unpaid debts, replace Part III with the simple statement* ***"We have no unpaid community obligations."***

7 *A general rule for dividing debts is to give the debt over to the person who benefited more from the item. In the sample agreement, because Chris received the education, Chris should pay off the loan.*

* + 1. Debt to UC Berkeley for college education loan to Chris.

7

* + 1. Debt to Golf Store for golf clubs.
		2. Debt to Everything Electronics for color TV and stereo set.
		3. Debt to Used Ford Store for 2003 Ford.

8 *You each give up the right to have your spouse or partner support you.*

* 1. Pat will pay the following debts and will not at any time hold Chris responsible for them:
		1. Cogwell’s charge account.
		2. Debt to Pat’s parents, Mr. and Mrs. Joseph Smith.
		3. Debt to Green’s Furniture.
		4. Debt to Dr. Irving Roberts.
		5. Debt to Friendly Finance Company for 2003 Chevrolet 4-door Sedan.
1. Waiver of Spousal/Partner Support 8

Each of us waives any claim for spousal/partner support now and for

all time.

1. Dated: Dated:

Chris P. Smedlap Pat T. Smedlap