

IN THE \_\_\_\_\_ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

_____ ,	)	
	)	
<b>Plaintiff,</b>	)	
	)	
vs.	)	<b>Docket No.</b> _____
	)	
_____ ,	)	
	)	
<b>Defendant,</b>	)	

**MARITAL DISSOLUTION AGREEMENT**

**THIS AGREEMENT** is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as “Wife”) and \_\_\_\_\_ (hereinafter referred to as “Husband”) subject to the following premises, terms and conditions:

**WITNESSETH:**

THAT WHEREAS the parties are man and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

**THEREFORE,** FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant and bind themselves as follows:

1. **DIVORCE:** The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Court for approval and, if approved, be made part of the Court’s Final Decree of Divorce.

2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledges that a divorce action is pending under the above-style and docket number in the Circuit Court for Davidson County, Tennessee. The parties waive further service of process. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by attorney \_\_\_\_\_ and the Husband is represented by attorney \_\_\_\_\_.

(If the parties have children, insert the following paragraph and renumber the remaining paragraphs:): **(CUSTODY/VISITATION/CHILD SUPPORT:** The parties have entered into a Permanent Parenting Plan resolving all issues pertaining to the custody, support and maintenance of the minor child which Plan is attached hereto and incorporated herein by reference.)

3. **REAL PROPERTY:** (The parties acknowledge that they own no real property.)  
(Provision on disposition of real property.)

4. **AUTOMOBILES:** The Wife is awarded the \_\_\_\_\_ automobile (VIN \_\_\_\_\_) free and clear of any claim of the Husband, and the Husband is divested of any right, title or interest therein and all interest shall vest solely in the Wife. (The Wife shall be responsible for the indebtedness associated with said vehicle and shall indemnify and hold the Husband harmless thereon.) or (This vehicle is unencumbered.) or (other disposition.)

The Husband is awarded the \_\_\_\_\_ automobile (VIN \_\_\_\_\_) free and clear of any claim of the Wife, and the Wife is divested of any right, title or interest therein and all interest shall vest solely in the Husband. (The Husband shall be responsible for any

indebtedness associated with said vehicle and shall indemnify and hold the Wife harmless thereon.) or (This vehicle is unencumbered.) or (other disposition.)

Each of the parties shall execute any and all necessary documents to transfer the ownership of said vehicles including titles or other similar documents. Each of the parties shall be responsible for seeing that the vehicle awarded to him or her under the terms of this agreement is properly insured and shall indemnify and hold the other party harmless from any liability thereon.

5. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** (The parties have previously divided all items of household furniture, furnishings and appliances and each of the parties is hereby awarded all items of household furniture, furnishings and appliances currently in his or her possession free and clear of any claim of the other party.) or (The Wife is awarded the following personal property free of any claim of the Husband:) or (The Husband is awarded the following personal property free of any claim of the Wife:)

6. **BANK ACCOUNTS:** ( Each of the parties is awarded the contents of any checking, savings or other bank account listed in his or her name individually free and clear of any claim of the other party.) or (There are no joint bank accounts.) or (other disposition.)

7. **MAJOR MEDICAL INSURANCE:** ( The parties acknowledge that the provisions of T.C.A. §56-7-2366 do not apply in this cause.) or (The parties have complied with the provisions of T.C.A. §56-7-2366.) (Each of the parties shall be responsible for securing and maintaining his or her own major medical and hospitalization insurance.) or (other disposition.)

8. **DEBTS AND OBLIGATIONS:** (Each of the parties shall be responsible for

paying any debt, credit card or charge account listed in his or her name individually and shall indemnify and hold the other party harmless thereon.) or (other disposition.)

(The parties acknowledge there are no joint debts.)

**NOTICE: Pursuant to T.C.A. §36-4-134** this Marital Dissolution Agreement does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of this Agreement for an account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly-held accounts.

9. **RETIREMENT:** (The parties acknowledge that neither maintains nor is he or she currently vested in any retirement account or deferred compensation plan.) or (other disposition.)

10. **ALIMONY:** (The parties agree that neither shall pay spousal support to the other.) or (other disposition.)

11. **ATTORNEYS FEES AND COURT COSTS:** (Each of the parties shall be responsible for paying his or her own attorney's fees, and the \_\_\_\_\_ shall pay the court costs in this cause for which execution may issue, if necessary.) or (other disposition.).

12. **FULL DISCLOSURE:** Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets which are considered by a Court of competent jurisdiction to be marital property, then in that event, upon Petition of either party, said assets shall be divided equally between the parties.

13. **REVOCATION OF BENEFICIARY DESIGNATION:** Husband and Wife

agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall be, and are hereby revoked. Such documents shall include, but are not limited to, powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife herein that neither party shall receive any proceeds as a beneficiary of the other party from and after the execution of this Agreement unless otherwise provided under the terms of this Agreement; or, unless a new beneficiary designation is executed after the execution of this Agreement, designating the other party as beneficiary.

14. **RELEASE OF TORT CLAIMS:** For and in consideration of the dispositions of the parties' various properties, assets and liabilities as set forth herein, and in consideration of the execution of this Agreement by each of the parties, each party does hereby release, discharge and forever waive any tort action or claim which he or she may have against the other party of any kind or of any nature whatsoever.

15. **MISCELLANEOUS PROVISIONS:**

(A) Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefore, it is the intention of the parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. 523(5) and shall not be dischargeable in bankruptcy as to the other party.

(B) In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debts for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest and expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting said action.

(D) It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in **The Circuit Court for Davidson County, Tennessee** and submitted to the Court for ratification and incorporation into the Final Decree between the parties.

(E) It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtsy, statutory allowance, homestead, descent or distribution, or right to act as administrator or executor of the other's

estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

(F) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

(G) The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have any interest.

(H) It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

(I) This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

(J) In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provisions shall not affect the other provisions of this Agreement, said provisions being severable.

(K) It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all

instruments necessary or required in order to implement the terms of this Agreement.

(L) This Agreement may be altered, amended, or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

(M) The Husband and Wife acknowledge that, to the best of their knowledge, they have no outstanding indebtedness other than that specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for payment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(N) Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

**BOTH PARTIES** understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the Final Decree of Divorce should the Court see fit to grant a divorce. Further,



this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party or the parties reconcile, this Agreement shall be of no force and effect. If approved by the Court, the said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

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**(WIFE'S NAME)**

**(HUSBAND'S NAME)**

**STATE OF TENNESSEE )**

**COUNTY OF DAVIDSON )**

Personally appeared before me, a Notary Public in and for the above County and State, the above-named \_\_\_\_\_, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF TENNESSEE )**

**COUNTY OF DAVIDSON )**

Personally appeared before me, a Notary Public in and for the above County and State, the above-named \_\_\_\_\_, with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_