

SAMPLE – Mediated Settlement Agreement – Divorce with Kids

Docket No.

IN THE COURT, COUNTY, TEXAS

In the Matter of the Marriage of

☆

☆

and in the Interest of , Children

☆

☆

[clerk's file mark]

Mediated Settlement Agreement

Parties

1. The parties to this settlement agreement are:

a. (“Husband” or “Father”),

b. (“Wife” or Mother”) and

c. (Children).

All Claims Settled

2. The parties agree to settle all claims and controversies between them asserted or assertable in this case.

This Agreement Cannot be Revoked

3. **THIS AGREEMENT IS NOT SUBJECT TO REVOCATION.** The parties agree that a part of the consideration for this agreement is their respective acknowledgments that it is binding and is not subject to revocation. The parties acknowledge that they are agreeing to the settlement reflected herein and that this agreement is intended to comply with Section 6.602, Texas Family Code.

Grounds for Divorce

4. The divorce shall be granted on the grounds of insupportability.

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Property Division

- 5. The marital property of the parties is divided as hereinafter set forth and the parties each agree and stipulate that the division is a just and right division of their property.
 - a. Wife will receive the property marked with a “W” on the inventory which is attached hereto and incorporated herein.
 - b. Husband will receive the property marked with an “H” on the inventory which is attached hereto and incorporated herein.
 - c. The following property is confirmed as Husband’s separate property.
 - d. The following property is confirmed as Wife’s separate property.

Apportionment of Liabilities

- 6. Each party is assigned the following indebtedness, respectively, and as part of the consideration for this agreement does indemnify and hold the other harmless from any and all liability thereon.
 - a. Wife is responsible for the debts and liabilities marked with a “W” on the inventory which is attached hereto and incorporated herein.
 - b. Husband is responsible for the debts and liabilities marked with an “H” on the inventory which is attached hereto and incorporated herein.

Income Tax Considerations

- 7. The Internal Revenue Service obligations of the parties shall be paid as follows:
 - a. For the current calendar year the parties will file separate individual returns and each be responsible for taxes on their own income.
 - b. The tax refund of for all prior years shall belong to.

The Children

- 8. The children which are a subject of this suit are named above.

Conservatorship

- 9. The Mother and Father shall be joint managing conservators of the children.

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1 10. The Mother Father shall be the primary conservator and shall determine the residence
2 of the children –

3
4 a. Within the following county(ies), to-wit:

5
6 i. Wichita,

7 ii. Clay,

8 iii. Archer,

9 iv. Montague,

10 v. Other _____
11

12 b. Without geographical limitation.
13

14 **Child Support**

15
16 11. The Mother Father shall pay child support to the other by payment through Texas Child
17 Support Disbursement Unit at P.O. Box 659791, San Antonio, Texas 78265-9791 in the
18 amount of \$ _____ per month, to be paid as follows:

19
20 a. monthly;

21 b. twice a monthly;

22 c. every two weeks;

23 d. weekly.

24 e. The first payment shall be on *DATE* and like payments shall be made each period
25 thereafter.
26

27 12. A withholding order shall be prepared, signed by the judge and issued by the clerk.
28

29 **Access and Visitation**

30
31 13. The parent not named above as the parent that will determine the residence of the children
32 shall have access to and visitation with the children at all such times and places as may be
33 agreed to by the parents and absent agreement shall have access to the children as follows:

34
35 a. According to the Standard Possession Order returning the children at 6:00 o'clock
36 P.M. rather than to school the next morning.

37
38 b. According to the Standard Possession Order exercising maximum overnights and
39 returning the children to school the next morning.

40
41 c. Other or special conditions: _____
42
43 _____
44

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Legal Fees

- 14. Wife’s legal fees shall be paid by
- 15. Husband’s legal fees shall be paid by

Court Costs

- 16. Court costs shall be paid by the party incurring same.

Place of Performance

- 17. This agreement is performable in the county where this suit is pending and shall be construed according to the law of the state of Texas.

Agreement Free and Voluntary

- 18. The parties have each entered into this settlement agreement freely and without duress after having consulted with professionals.

Mutual Release

- 19. Each party releases the other from all claims, demands, and causes of action each may have against the other, save and except those covenants, duties, and obligations set forth in this agreement.

Full Disclosure

- 20. Each party represents that they have made a full and fair disclosure to the other of the property and financial obligations known to them.

Closing Documents

- 21. The terms of this agreement will be incorporated into a decree or an agreement incident to divorce to be prepared by the attorney for Wife Husband.
- 22. Other closing documents will be prepared as agreed by the attorneys.

Disputes Concerning this Agreement

- 23. Any disputes regarding this agreement and/or the interpretation of it shall be resolved with a telephone conference with mediator, by the lawyers, before resorting to further litigation. The mediator will not discuss this directly with the parties.

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Understanding of Agreement

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3 24. Each party signing this agreement agree and acknowledge that –
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5 a. He or she has carefully read every detail of this agreement including the parts that are
6 included by check marks in boxes or excluded by boxes not being checked;
7 b. He or she has discussed this agreement in detail (including the meaning of checked
8 and unchecked boxes) with his or her respective attorney and sought and received all
9 advice desired concerning the agreement;
10
11 c. He or she fully understands the agreement and every part of it ands desires, under all
12 the circumstances to settle this matter as set forth in the agreement;
13
14 d. Under all of the attendant circumstances the agreement is in the best interest of the
15 child;
16
17 e. As set out above, **THIS AGREEMENT IS NOT SUBJECT TO REVOCATION,**
18 is binding and cannot be revoked; and
19
20 f. A true copy of this agreement may be furnished to the judge with the order and
21 signing of the order itself by the parties and attorneys is permitted but not required.
22
23 25. Each attorney approving this agreement acknowledges that the representations set out in this
24 document concerning his or her respective client are true and that the agreement and all of
25 its ramifications have been fully discussed with his or her client.
26

Execution

- 27
28
29 26. Agreed and signed on DATE, the parties, each signing in the presence of their respective
30 attorneys who have also signed this agreement. This agreement has been signed by the parties
31 and attorneys after all strikeouts, interlinations, changes, and boxes have been checked, and
32 those hand alterations to this document are an integral part of the agreement.
33
34

Wife	
_____	_____
Wife	Attorney for Wife

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Husband	
_____	_____
Husband	Attorney for Husband

Witness:

Frank J. Douthitt, State Bar No. 06058000
Lawyer — Mediator