**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT made and entered into this day \_\_\_\_\_ of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_, by and between [FIRST NAME, LAST NAME], hereinafter referred to as the “Husband” or “[FIRST NAME],” and [FIRST NAME, LAST NAME], hereinafter referred to as the “Wife” or “[FIRST NAME].”

**W I T N E S S E T H**

A. The parties were lawfully married on or about [DATE OF MARRIAGE], and their marriage was registered in [COUNTY, STATE].

B. Irreconcilable difficulties and differences have arisen between the parties.

C. No children were born to the parties. [FIRST NAME] acknowledges that she is not currently pregnant.

D. There is litigation pending between the parties in the Circuit Court of Cook County, Illinois, pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number [CASE NUMBER]. The case is entitled “In Re: The Marriage of [FIRST NAME, LAST NAME], Petitioner, and [FIRST NAME, LAST NAME], Respondent.” Said cause remains pending and undetermined.

E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interests to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, and attorneys' fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

G. [FIRST NAME] is currently represented himself *pro se*. [FIRST NAME] is currently representing herself *pro se*. Each of the parties acknowledges that he or she has had the benefit of or opportunity to see the advice, and/or recommendations with reference to the subject matter of this Agreement. Each party acknowledges he and she has been advised of his or her right to conduct further discovery in connection with these dissolution of marriage proceedings, including by way of illustration, taking depositions. Each party expressly acknowledges that he or she has voluntarily decided not to conduct any further discovery in connection with the dissolution of marriage proceedings or with respect to the negotiation or finalization of this Agreement, or otherwise. Each party also expressly acknowledges that he or she has been advised of his or her right to have the pending dissolution of marriage proceedings resolved via trial, but despite this right both parties have elected to resolve their pending dissolution of marriage proceedings pursuant to this Agreement and the settlement set forth herein.

H. Both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof and based upon the representations made by each party as to his and her income, assets, whether marital or non-marital, and liabilities. Each party expressly states that no representation has been made by the other party or his or her attorneys other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

**NOW, THEREFORE**, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision set forth in this MARITAL SETTLEMENT AGREEMENT.

**ARTICLE I**

**RESERVATION OF RIGHTS**

1.1. This Agreement is not one to obtain or stimulate a Judgment of Dissolution of Marriage.

1.2. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

**ARTICLE II**

**MAINTENANCE**

2.1. **Maintenance Waiver for [FIRST NAME]**. [FIRST NAME] hereby stipulates that she is able to be self-supporting through appropriate employment and/or through property ownership, including property apportioned to her pursuant to this Agreement, and to provide for her reasonable needs. Accordingly, [FIRST NAME] hereby waives, remises and releases any and all claims against [FIRST NAME] for maintenance, alimony and spousal support, whether past, present or future, and [FIRST NAME] hereby stipulates that this Agreement, when effective, shall terminate and bar [FIRST NAME]’s right to receive maintenance, alimony or spousal support from [FIRST NAME], whether past, present or future. [FIRST NAME] fully understands that this maintenance waiver is non-modifiable and that she cannot seek maintenance from [FIRST NAME] from this Court or any other Court now or in the future.

2.2. **Maintenance Waiver for [FIRST NAME]**. [FIRST NAME] hereby stipulates that he is able to be self-supporting through appropriate employment and/or through property ownership, including property apportioned to him pursuant to this Agreement, and to provide for his reasonable needs. Accordingly, [FIRST NAME] hereby waives, remises and releases any and all claims against [FIRST NAME] for maintenance, alimony and spousal support, whether past, present or future, and [FIRST NAME] hereby stipulates that this Agreement, when effective, shall terminate and bar [FIRST NAME]’s right to receive maintenance, alimony or spousal support from [FIRST NAME], whether past, present or future. [FIRST NAME] fully understands that this maintenance waiver is non-modifiable and that he cannot seek maintenance from [FIRST NAME] from this Court or any other Court now or in the future.

**ARTICLE III**

**REAL ESTATE/LEASEHOLD INTERESTS**

 3.1 Both parties represent that they have no interest in any real property or leaseholds on real property or any rights to acquire an interest in any other real property and no interest in any real property is being held for his or her benefit.

**ARTICLE IV**

**DEBTS**

4.1 Each party agrees to assume and pay all outstanding debts individually incurred by him or her and/or in his or her own name and each party agrees to indemnify, defend and hold the other absolutely harmless from any expense, loss, claim or liability whatsoever arising from, or in any way connected with said debts including but not limited to attorney’s fees and court costs incurred.

**ARTICLE V**

**HOUSEHOLD GOODS AND ACCUMULATED CREDIT**

**CARD POINTS AND AIRLINE MILES AND OTHER PROPERTY**

5.1 All personal clothing, papers, effects, art and jewelry presently in [FIRST NAME]’s possession and control shall be and remain the sole and exclusive property of [FIRST NAME], and [FIRST NAME] shall be barred from asserting any further claim in and to said property.

5.2 All personal clothing, papers, effects, art and jewelry presently in [FIRST NAME]’s possession and control shall be and remain the sole and exclusive property of [FIRST NAME], and [FIRST NAME] shall be barred from asserting any further claim in and to said property.

5.4 The parties shall each be awarded as their sole and separate property any and all credit card points and airline miles accumulated by that person on credit cards held in their individual name free of any claim by the other party.

5.5 All such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be, and remain, the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other except as otherwise provided herein.

**ARTICLE VI**

**PENSION/RETIREMENT AND BANK ACCOUNTS**

6.1 Each party shall be awarded as their sole and separate property any and all interest they may have in any retirement plan, pension, profit sharing, 401(k), thrift, annuities or other retirement plan with any past or present employer or union or held for their benefit, and each party shall, upon the effective date of this Agreement, be barred from asserting any claim or interest in the same owned by the other party.

6.2 Each party shall be awarded any and all other checking, savings, or other accounts in his or her own name, and each party shall, upon the effective date of this Agreement, be barred from asserting any claim or interest in the same owned by the other party.

**ARTICLE VII**

**HEALTH INSURANCE**

7.1 Upon the effective date of this Agreement, the parties shall each be responsible for the payment of One Hundred Percent (100%) of the cost of the health insurance for their individual benefit, in addition to any uncovered medical, dental, optical, and health related expenses incurred for their own benefit post-Judgment. Each party hereby holds the other harmless and indemnifies the other with respect to any debt, liability, or otherwise in connection with this Paragraph.

**ARTICLE VIII**

**PROPERTY SETTLEMENT**

8.1. [FIRST NAME] and [FIRST NAME] are each awarded their respective property delineated herein as his or her sole and separate property, free and clear of any and all rights, claims, or interests of the other party. [FIRST NAME] shall indemnify and hold [FIRST NAME] harmless for any liabilities associated therewith, whether actual or contingent, and [FIRST NAME] shall indemnify and hold [FIRST NAME] harmless for any liabilities associated therewith, whether actual or contingent. The parties acknowledge and agree that the property allocation delineated in this Article represents (i) an allocation of marital property in acknowledgement of the contributions of each of the parties to the accumulated marital estate, and (ii) a full and final settlement and satisfaction of the marital, property, and estate rights and claims of the parties. The parties acknowledge and agree that the marital property allocated to each of them herein represents an equitable division of the marital estate. Upon the effective date of this Agreement, [FIRST NAME] and [FIRST NAME] shall be awarded their sole and separate respective property, including the following:

(a). All retirements accounts, bank accounts, and vehicles currently in his or her name and possession; and

(b). All furniture, furnishings, appliances, clothing, jewelry, and other personal property presently in his or her possession and the personal property.

8.2. Both parties hereby acknowledge their mutual understanding and belief that the aforementioned property settlement is a transfer of marital property from one spouse to another in acknowledgement of their respective contributions to the accumulated marital estate and that the transfer is a division of their common ownership of marital property. Accordingly, it is the mutual intention and belief that all transfers of property as referenced herein are not taxable events to either party pursuant to §1041 of the Internal Revenue Code.

**ARTICLE IX**

**ATTORNEYS' FEES AND COSTS**

9.1. [FIRST NAME] waives any right of contribution he may have from [FIRST NAME] with respect to his own attorneys’ fees and costs pursuant to 750 ILCS 5/503(j).

9.2 [FIRST NAME] waives any right of contribution she may have from [FIRST NAME] with respect to her own attorneys’ fees and costs pursuant to 750 ILCS 5/503(j).

**ARTICLE X**

**DISPUTE RESOLUTION**

10.1. In the event a dispute arises subsequent to the entry of the Judgment of Dissolution of Marriage concerning the terms of this Agreement, unless otherwise provided herein, the parties shall take the following actions. The parties agree that before they submit a dispute to a Court of competent jurisdiction, they shall attempt to resolve the dispute between themselves. These procedures set forth in this Paragraph shall be conditions precedent to Court intervention for enforcement or modification purposes. The party who believes that there is a dispute will be designated as the “aggrieved party” and the other party will be designated as the “responding party” as the parties agree to follow the following procedure in order to resolve disputes:

a. The aggrieved party shall provide the responding party with notice as to the nature of the dispute. Said notice shall be in writing and shall describe the nature of the dispute.

b. The responding party shall state the nature of his or her response, in writing, within fourteen (14) days of receipt of the description of the grievance from the aggrieved party.

c. If the dispute is not resolved in writing within fourteen (14) days of when the aggrieved party receives the responding party’s written position, the parties shall meet at a public place at a time agreed upon for purposes of discussing the dispute.

d. If the written and oral communication procedure set forth above does not serve to resolve the dispute, the parties shall engage in mediation or another form of alternative dispute resolution process to attempt to resolve the dispute.

e. Each party shall pay one-half (1/2) of the cost of mediation or another form of alternative dispute resolution, subject to possible reallocation between the parties.

f. If this procedure does not resolve the dispute, either party may petition the Court in Cook County to resolve the dispute.

**ARTICLE XI**

**GENERAL PROVISIONS**

11.1. **Execution of Documents.** Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

11.2. **Mutual Releases**. Tothe fullest extent permitted by law, and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party, and each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent, and for all damages and/or injuries arising out of the intentional or unintentional acts by either party against the other that accrued prior to the date of the Judgment of Dissolution of Marriage, whether or not within or incident to the marriage relationship existing between the parties. Each party further covenants and agrees for himself or herself, and his or her heirs, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, grantees, or devisees, for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the express provisions of this Agreement.

11.3. **Waiver of Estate Claim**. Except as set forth herein, each of the parties hereby waives and relinquishes all right to act as administrator-with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testamentary disposition or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

11.4. **Incorporation by Reference**. This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and find that it is not unconscionable. The parties agree that this Agreement shall not be physically attached to the Judgment of Dissolution of Marriage and shall so advise the Court. Notwithstanding this Agreement not being attached to the Judgment, this Agreement shall be incorporated by reference in said Judgment, and for all purposes shall be of the same legal significance and force and effect as if the Agreement were set forth word for word in the Judgment. If the terms of the Agreement are approved, this Agreement shall be in full force and effect on the date of the entry of the Judgment by the Court. The parties further agree to protect one another’s rights of privacy and hereby agree not to publish or disclose the terms of this Agreement.

11.5. **Construction of Agreement**.

(a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

(b) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

(c) Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neutral gender as may be appropriate under the circumstances to carry out the parties' intent.

(d) The provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties or by further Order of the Court.

(e) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.

(f) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of [FIRST NAME] or [FIRST NAME].

(g) It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

(h) This Agreement was negotiated, and the terms developed by the joint efforts of the parties and mutual agreement of the parties. Ambiguities, if any, which may be later found to exist, shall not be construed against either [FIRST NAME] or [FIRST NAME], regardless of the drafter, since both parties jointly drafted this Agreement.

(i) This Agreement shall become effective immediately upon the entry of the Judgment for Dissolution of Marriage.

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the day and date set forth hereinabove.

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

[FIRST NAME, LAST NAME] [FIRST NAME, LAST NAME]

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

DATE DATE

First Name, Last Name

Address

Address

Email

Phone

Attorney No. 99500