SEPARATION AGREEMENT WORKSHEET

COMPLETE THIS FORM IF YOU DESIRE AN ATTORNEY TO PREPARE A SEPARATION AGREEMENT

NOTE: The Legal Assistance Office will represent only one spouse. The other is encouraged to obtain advice of another attorney before signing any agreement. **FREE LEGAL ADVICE IS AVAILABLE TO EACH PARTY AT DIFFERENT MILITARY LEGAL ASSISTANCE OFFICES**. The agreement will be binding and lasting. No party should agree to terms he or she does not understand. Please feel free to discuss any concerns with an attorney. If you have any questions arising from the worksheet, please call the Legal Assistance Office at (703) 696-0761.

SEPARATION AGREEMENT WORKSHEET

Your legal assistance attorney will use this information to draft a Separation Agreement and/or Property Settlement. If you have questions call the Legal Assistance Office at (703) 696-0761. If a question does not apply, please indicate N/A for "not applicable." It is vital that this worksheet be completed accurately and that both spouses be in complete agreement as to all terms. Please type or print NEATLY. Use black ink and answer all sections. Any discrepancies will cause delays.

I. PERSONAL INFORMATION:

A. HUSBAND

1. Full name: _____
(First) (Middle) (Last)

2. SSN: _____ Date of Birth: _____

3. Domicile is the place you consider your PERMANENT HOME.
State of Husband's legal domicile: _____

4. Residence where Husband is physically living now.

Residence: _____
(Number, Street, Apt.)

_____
(City, State) (Zip Code)

5. Address for official notices to the Husband if different from above:

_____
(Number, Street, Apt.)

_____
(City, State) (Zip Code)

6. Military status: ☐ Active Duty ☐ Retired
☐ None

a. Branch of Military Service_____

b. Unit: _____

c. ETS: _____ d. Rank: _____

e. Total service time: Years _____ Months _____

7. Gross monthly income: _____

8. Telephone: Home ( ) _____ Work ( ) _____

B. <u>WIFE</u>

1. Full name: _____
(First) (Middle) (Last)

Maiden name: _____

2. SSN: _____ Date of Birth: _____

3. Domicile is the place you consider your PERMANENT HOME.
State of Wife's legal domicile: _____

4. Residence where Wife is physically living now.

Residence: _____
(Number, Street, Apt.)

_____
(City, State) (Zip Code)

5. Address for official notices to the Wife if different from above:

_____
(Number, Street, Apt.)

_____
(City, State) (Zip Code)

6. Military status: ☐ Active Duty ☐ Retired
☐ None

a. Branch of Military Service_____

b. Unit: _____

c. ETS: _____ d. Rank: _____

e. Total service time: Years _____ Months _____

7. Gross monthly income: _____

8. Telephone: Home ( ) _____ Work ( ) _____

9. Is wife pregnant now? ☐ Yes ☐ No

If yes, expected due date: _____

II. MARRIAGE:

A. Date of marriage: _____

B. Place of marriage: _____
(City) (County) (State)

C. Total time married: Years _____ Months _____

III. SEPARATION:

A. This is the date the parties separated with the intent never to resume the marital relationship. This date has important implications regarding the accumulation of community property and community debt.

B. Date of separation: _____
(Month) (Day) (Year)

C. Is this separation to be permanent and intended to lead to a divorce? Note: Some states do not allow a separation to be entered into in contemplation of a divorce. If that is the case in your state, you should select No. ☐ Yes ☐ No

D. A reconciliation of the parties can serve to terminate a separation agreement. The alternative is to require a notarized statement to terminate a separation agreement. Do you want a reconciliation to terminate this agreement? ☐ Yes ☐ No

E. Does either party currently have a Power of Attorney or other grant of authority from the other party? ☐ Yes ☐ No

If YES, does the person who gave the power wish to withdraw or terminate the Power of Attorney? ☐ Yes ☐ No

CAUTION: In most cases, existing Powers of Attorney should be terminated. A General Power of Attorney should be terminated. If there is a need for a continuing Power of Attorney, it should be for a specific limited purpose and for a limited period of time. If an existing Power of Attorney is to be terminated, the person granting the power should attempt to retrieve and destroy all existing copies of the Power of Attorney. If this cannot be accomplished, the party should go to the Legal Assistance Office to prepare a Revocation of Power of Attorney and mail or deliver this Revocation of Power of Attorney to all persons to whom the Power of Attorney may be presented.

LEGAL ASSISTANCE ATTORNEY'S NOTES ON ADMINISTRATIVE DATA

_____
_____
_____
_____
_____

IV. **CHILDREN**:

Are there children born of or adopted during this marriage.
☐ Yes ☐ No

IF YES, CONTINUE. IF NO, GO TO PARAGRAPH VIII BELOW.

V. CHILD CUSTODY:

A. Child custody is either:

1. Sole Custody: The "custodial parent" has full-time custody of the child/children and shall have the final determination of issues such as education and medical decisions. The "non-custodial parent" normally receives visitation rights. One parent may have sole custody of all of the children, or the children may be split with each party having sole custody of some of the children

2. Joint Legal Custody: One parent has primary physical custody, but both parents have an equal voice in major life decisions. The party without primary physical custody normally receives visitation rights.

3. Custody of the children of this marriage will be:

☐ Sole Custody of all children to one parent
☐ Sole Custody with the children split between the parents
☐ Joint Custody

B. Complete the section below for each natural child born of the marriage and/or adopted during the marriage. If "Sole custody" was chosen, "Custodian" will be the party who has sole custody. If "Joint Custody" was chosen, "Custodian" will refer to the party with primary physical custody of the child.

Child's full name	Sex	Age	Date of Birth	Custodian

C. Are any of the adopted children a natural child of either husband or wife?
☐ Yes ☐ No

If yes, _____ is the Husband's biological child.
_____ is the Wife's biological child.

D. Provide the names of all step-children:

_____

_____

Step-children are the biological children of:
☐ Husband ☐ Wife

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON CHILD CUSTODY*****

_____
_____
_____
_____
_____

VI. **CHILD VISITATION**:

A. Schedule of Visitation for the Noncustodial Parent will be:
- ☐ No specific schedule of visitation rights (reasonable visitation). If this is selected, skip to paragraph C below.
- ☐ According to a specific schedule. If this is selected, complete the following schedule.

B. Specific visitation schedule:

1. Daily visitation (Every Tuesday & Thursday):
   - ☐ No
   - ☐ Yes

2. Weekend visitation (Alternate Weekends):
   ☐ No ☐ Yes

3. Holiday Visitation:
   - ☐ No
   - ☐ Yes. The noncustodial parent will have the following holiday visitation rights:
     - ☐ Split Winter School Recess
     - ☐ Alternate Thanksgiving
     - ☐ Split Spring vacation
     - ☐ Mothers' Day/Fathers' Day as appropriate

4. Summer Visitation:
   ☐ No ☐ Yes

If yes, for how many weeks? _____

5. Will the exercise of this visitation schedule be optional with the noncustodial parent? ☐ No ☐ Yes

C. Do you want to provide arrangements for when the children must travel long distances to visit the noncustodial parent? This will allow them fly unaccompanied and allocates the cost of the transportation to the noncustodial parent.
☐ No ☐ Yes

D. Do you and your spouse want to be flexible in the visitation arrangement to accommodate the changing needs of the children and the parties?
☐ No ☐ Yes

E. Do you want to detail specific conduct of the parents in regards to the best interests of the children?
☐ No
☐ Yes. The following provisions will be included:
- ☐ The parents shall not make critical comments about the other parent in the presence of the children.
- ☐ The parents will always be able to maintain reasonable contact with the children by telephone.
- ☐ Neither party will have overnight visits by "dates" when the children are present.
- ☐ Each party will notify the other party within _____ days before any change of address.

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON CHILD VISITATION*****

_____
_____
_____
_____
_____

VII. CHILD SUPPORT:

Support payments, in most states, are controlled by State Child Support Standards or Guidelines. You and your attorney must review the Child Support Standards or Guidelines for your state before a final determination of the child support in this agreement. Support agreements below the minimum level may be invalidated by a court. A court may increase the obligation to the minimum level based on the income/salaries of the parties. Child support is normally paid by

the non-custodial spouse. Every military member is required to support his or her lawful family members. A support obligation established in a divorce or legal separation is legal, binding, and enforceable. Any amount agreed upon by the parties in a signed separation agreement will be binding during the period of separation. Each party should talk to an attorney about how much support should be paid during the separation period.

A. Party to pay child support:

☐ Husband
☐ Wife

B. Child support shall be:

1. Monthly support per child:

The monthly child support to be paid each month for each child shall be: $ _____ per month **for each child**

2. Total monthly support for all children with the percent of that amount attributable to each child specified:

The total monthly child support payment to be paid each month for all children shall be: $ _____ per month **for all children** with ____ percent allocated to each child.

3. Total monthly support for all children:

The total monthly child support payment to be paid each month for all children shall be: $ _____ per month **for all children**

4. Monthly support per child until the support obligation on the first child ends and then the obligation will be recalculated:

The monthly child support to be paid each month for each child shall be: $_____ per month **for each child** until the first child is emancipated at which time the support obligation will be recalculated.

C. Schedule of child support payments:

Will begin on: Day __ Month _____ Year_____

D. Payments are to be paid:

☐ Directly to the custodial parent

☐ To the custodial parent through a state Child Support Enforcement Office. The address of the child support office is:

_____

_____

E. Child support payment increases.

Child support payments may be increased with an escalator clause linked to the Consumer Price Index (CPI). This automatic increase will also generally provide for an additional increase when the child reaches a specified age. If an automatic adjustment provision is not included, the child support obligation can only be changed by a court order.

☐ Support payments are to automatically increase based on the CPI escalator with a specified increase of $_____ when each child reaches the age of _____.

☐ Support payments will only be adjusted by a court order based upon:

- ☐ the best interests of the children, or
- ☐ a substantial change of circumstance

F. College Expenses:

Do the parties want to acknowledge an obligation to assist the child(ren) with college expenses? ☐ No ☐ Yes

If Yes, the acknowledgement will be by:

- ☐ the Husband
- ☐ the Wife
- ☐ both parties

G. Medical coverage for children:

1. Will the Military sponsor maintain medical coverage on the child(ren) until the child(ren) are no longer eligible for such coverage?

☐ Yes ☐ No If Yes, answer the following:

Coverage will be:

- ☐ TRICARE Prime
- ☐ TRICARE Standard

Military sponsor will pay what percent of the following:

_____% of the annual deductible

_____% of the co-share, excess charges and uninsured medical expenses.

2. If the military sponsor leaves the military service, will he/she purchase independent medical coverage for the children?
   ☐ Yes ☐ No

3. Will the Military sponsor maintain/purchase the military dental coverage on the child(ren) until the child(ren) are no longer eligible for such coverage?
   ☐ Yes ☐ No If Yes, answer the following

   Military sponsor will pay what percent of the following:

   _____% of the annual deductible

   _____% of the co-share, excess charges and uninsured dental expenses.

4. If military sponsor leaves the military service, he/she will purchase independent dental coverage for the children
   ☐ Yes ☐ No

H. Termination of child support payments:

Normally child support obligations end when one of the following occurs: The child dies; the child reaches a specified age (18, 19, 20, or 21) [it may be extended to age 22 as long as the child enters and continues to attend college]; the child marries; or the child is otherwise emancipated. Wife and Husband can agree to extend payments, for example, to cover college expenses.

1. Support will terminate upon a child's death, marriage, emancipation, or upon the attainment of the age of __ years by the child.

2. Will the support be continued until the child is age 22 if enrolled in college? ☐ Yes ☐ No

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON CHILD SUPPORT*****

_____

_____

_____

_____

_____

VIII. **SPOUSAL SUPPORT**:

Spousal support is an amount of money paid to one party for temporary support in his or her own right. It is not considered part of child support.

A. Spousal Support will be:

- ☐ Waived by both parties
- ☐ One party may seek spousal support in the future.
  The party reserving the right is the:
  - ☐ Husband
  - ☐ Wife
- ☐ Paid by one party.
  The party paying spousal support is the:
  - ☐ Husband
  - ☐ Wife

B. Amount and Duration:

1. Spousal support shall be $ _____ per month.

2. Date payment begins: _____

3. Spousal support shall be paid for:
   - ☐ A defined period for _____
   - ☐ Indefinite period
   - ☐ Until a court order terminates spousal support

4. Spousal support will also terminate upon remarriage of the party receiving support or the death of either party. The term "remarriage" can be defined to include cohabitation. Will the definition of remarriage include cohabitation?
   - ☐ No
   - ☐ Yes. If Yes, "Cohabitation will be defined in terms of:
     - ☐ The party receiving spousal support's habitual cohabitation with an unrelated member of the opposite sex for ____ consecutive days.
     - ☐ The party receiving spousal support's habitual cohabitation with an unrelated member of the opposite sex for various periods of time totaling ___ days in any _____ consecutive months

C. Renegotiation of support payments: Will the party paying spousal support be able to renegotiate this obligation upon a showing of a substantial, adverse, and involuntary change of financial circumstances?

☐ No ☐ Yes If Yes, and the parties cannot agree to a renegotiated spousal support obligation, will arbitration be required before they can take the issue to court? ☐ No ☐ Yes

D. Tax treatment of support payments: Will the parties agree that the support payments will not be treated as a tax deduction by the paying party and as gross income to the receiving party? This provision will wave the application of normal tax law.

☐ No ☐ Yes

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON SPOUSAL SUPPORT*****

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_____

IX. DIVISION OF PERSONAL PROPERTY:

A. Will this agreement dispose of Community Property?

☐ Yes ☐ No

B. All personal property of the parties will be disposed of as follows:

☐ It is agreed between the parties that there is no property subject to disposition by this agreement [we have already divided all our personal property] Skip to Section X

☐ It is agreed between the parties that each party shall have as their own property all of their own personal clothing, books, and effects. Skip to Section X

☐ We have already divided all our personal property except the following and it will be divided as indicated below:

Note: Do not list all items; list only big ticket ($100.00+) items.

C. Husband will receive:

1. Automobiles: Describe the year and model of each automobile the Husband will be the sole owner of, its current value, who the current owner is, and if there is a current purchase loan on the car.

If there is a loan, provide the balance due, the amount of the monthly payment and the number of remaining payments.

a. _____

_____

b. _____

_____

2. Bank/Credit Union Accounts and Certificates of Deposit: For each account that the Husband will be the sole owner of, provide the type of account, institution name, account number, current owner of the account, and balance.

a. _____

b. _____

3. Stocks, Bonds, Mutual Funds: For each account that the Husband will be the sole owner of, provide a description of the property (100 shares of XYZ Corp.), the current owner(s) of the account and the basis (purchase price) of the account.

a. _____

b. _____

4. Personal property, other than personal clothing:

	ITEM	BRAND	VALUE
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____

e. _____ _____ _____

D. Wife will receive:

1. Automobiles: Describe the year and model of each automobile the Wife will be the sole owner of, its current value, who the current owner is, and if there is a current purchase loan on the car. If there is a loan, provide the balance due, the amount of the monthly payment and the number of remaining payments.

a. _____
_____

b. _____
_____

2. Bank/Credit Union Accounts and Certificates of Deposit: For each account that the Wife will be the sole owner of, provide the type of account, institution name, account number, current owner of the account, and balance.

a. _____

b. _____

3. Stocks, Bonds, Mutual Funds: For each account that the Wife will be the sole owner of, provide a description of the property (100 shares of XYZ Corp.), the current owner(s) of the account and the basis (purchase price) of the account.

a. _____

b. _____

2. Personal property, other than personal clothing:

	ITEM	BRAND	VALUE
a.	_____	_____	_____
b.	_____	_____	_____

c. _____ _____ _____

d. _____ _____ _____

e. _____ _____ _____

E. The date of distribution on the bank accounts will be _____.

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON PERSONAL PROPERTY*****

_____
_____
_____
_____
_____

X. DIVISION OF REAL PROPERTY:

A. Do you have a marital residence, land, buildings or other property affixed to land (time share)?

☐ Yes ☐ No

If no, move to paragraph XI. If yes, complete below and attach a copy of the most recently recorded deed.

1. Location: _____
(No.) (street)
_____
(City) (County) (State)

2. Provide a full legal description of the property taken from your recorded deed: _____
_____

3. Title held now:

☐ Sole to Husband
☐ Sole to Wife
☐ Joint Tenants, Husband and Wife, with right of survivorship
☐ Other (describe) _____

4. Date property acquired: _____
(Day) (Month) (Year)

B. Financial obligation:

☐ Paid in full ☐ Mortgage

1. Lender Name: _____
2. Account No.: _____
3. Purchase Price: $_____
4. Current amount owed: $_____
5. Current value: $_____

C. Disposition of the Property: The parties agree to:

☐ Transfer full title of the property to one party (Go to paragraph D below)
☐ Sell the property and split the proceeds (Go to paragraph E below)
☐ Allow one party to remain in the property and assume full responsibility for the payments for a specified period of time (Go to paragraph F below)

D. Transfer of Legal Title: (Go to paragraph G below)

☐ To Wife
☐ To Husband

E. Sale of marital residence: (Go to paragraph G below)

The proceeds from the sale of the property shall be:
☐ Divided equally
☐ Shared with ____% to the Husband and ____ to the Wife

F. Temporary Possession by one part:

1. The party remaining in the house will be the:
   ☐ Husband
   ☐ Wife

2. The party will remain in the house no longer than____ years.

3. Will the obligation of the party remaining in the house to pay the mortgage be contingent upon receipt of spousal support?
   ☐ Yes ☐ No

4. The party remaining in the house shall not incur any fixing up expenses, repairs, maintenance, and non-capital improvements in excess of $_____ without the consent of the other party.

5. The party remaining in the house shall not conduct a major alteration of the property in excess of $_____ without the express written consent of the other party.

G. Other Real Estate: Do you have any other real estate (time share)?

☐ Yes ☐ No

If no, move to paragraph XI. If yes, complete below and attach a copy of the most recently recorded deed.

1. Location: _____
(No.) (street)
_____
(City) (County) (State)

2. Provide a full legal description of the property taken from your recorded deed: _____
_____

3. Title held now:

☐ Sole to Husband
☐ Sole to Wife
☐ Joint Tenants, Husband and Wife, with right of survivorship
☐ Other (describe) _____

4. Date property acquired: _____
(Day) (Month) (Year)

5. ☐ Paid in full ☐ Mortgage

a. Lender Name: _____
b. Account Number: _____
c. Purchase Price: $_____
d. Current amount owed: $_____
e. Current value: $_____

6. The proceeds from the sale of the property shall be:
☐ Divided equally
☐ Shared with ____% to the Husband and ____ to the Wife

7. Which party will have first priority to purchase the property?
   ☐ Husband
   ☐ Wife

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON REAL PROPERTY*****

_____
_____
_____
_____
_____

XI. DIVISION OF DEBTS:

☐ It is AGREED between the parties that there are no debts subject to disposition by this agreement. Go to paragraph XII.

☐ Debts will be distributed as follows:

A. Husband shall be responsible to pay the following debts:

Creditor Type of Account and Number

1. _____

Balance owed: $ _____

2. _____

Balance owed: $ _____

3. _____

Balance owed: $ _____

4. _____

Balance owed: $ _____

B. Wife shall be responsible to pay the following debts:

Creditor Type of Account and Number

1. _____

Balance owed: $ _____

2. _____

Balance owed: $ _____

3. _____

Balance owed: $ _____

4. _____

Balance owed: $ _____

C. If a party pays a debt that they are not responsible for under this agreement, may they charge that payment against a support payment under this agreement?

☐ Yes ☐ No

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON DEBTS*****

_____
_____
_____
_____
_____

XIII. **LIFE INSURANCE**:

☐ Each party is free to change life insurance policies as desired. Move to paragraph XIII

☐ Life insurance shall be maintained on the life of the spouse providing spouse support. Complete paragraph A below

☐ Life insurance shall be maintained on the life of the spouse providing child support. Complete paragraph B below

A. Life Insurance on the party paying Spouse Support:

1. Will parties paying spouse support be required to maintain all current life insurance?

☐ Yes ☐ No

2. Will party paying spouse support be required to purchase/maintain life insurance?

☐ No

☐ Yes. If Yes, provided the following information:

3. The face value of the insurance policy, the name of the insurance company, and policy number. _____

_____

4. Will the party paying spouse support be required to:

- ☐ Transfer ownership of the life insurance policy?
- ☐ Provide annual proof of insurance?
- ☐ Authorize the insurance company to notify beneficiary of any change to the policy?
- ☐ Indemnify beneficiary if coverage is not provided?

B. Life Insurance on the party paying Child Support:

1. Provide the face value of the insurance policy, the name of the insurance company, and Policy Number. _____

_____

2. Will the party paying child support be required to:

- ☐ Transfer ownership of the life insurance policy?
- ☐ Provide annual proof of insurance?
- ☐ Authorize the insurance company to notify beneficiary of any change to the policy?
- ☐ Indemnify beneficiary if coverage is not provided?

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON LIFE INSURANCE*****

_____
_____
_____
_____
_____

XIII. MILITARY BENEFITS:

A. Medical coverage for spouse:

1. Will the Military sponsor maintain medical coverage on the spouse until the spouse is no longer eligible for such coverage?
   ☐ No ☐ Yes If Yes, answer the following

Coverage will be the same as for the children (TRICARE Prime or TRICARE Standard). If there are no minor children, coverage for the spouse will be:

☐ TRICARE Prime
☐ TRICARE Standard

Spouse will pay what percent of the following:

_____% of the annual deductible

_____% of the co-share, excess charges and uninsured medical expenses.

2. Will the Military sponsor maintain/purchase the military dental coverage on the spouse until the spouse is no longer eligible for such coverage?

☐ No ☐ Yes If Yes, answer the following

Spouse will pay what percent of the following?

_____% of the annual deductible

_____% of the co-share, excess charges and uninsured dental expenses.

Will the military sponsor be responsible for orthodontic services for the spouse?
☐ No ☐ Yes

B. Transportation:

Will the military sponsor arrange for government sponsored transportation of the non-military spouse and child/children and all their property? ☐ No ☐ Yes If Yes, the destination is:

_____

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON MILITARY BENEFITS*****

_____
_____
_____
_____
_____

XIV. RETIREMENT BENEFITS:

Pensions (including military retired pay) are divisible as marital property or community property under state law. The portion of a pension earned during the marriage is property that may be divided and distributed between the parties under a Separation Agreement or by court order. For example, a service member who is married for all 10 years of active duty service has served one-half (1/2) the time necessary to receive a pension. The spouse would have gained an interest in one-half (1/2) that time, or one-quarter (1/4) of the service member's retired pay. Please consult your attorney for further explanation.

A. Military and Civilian Pension Rights:

Name of Plan	Husband's or Wife's Account #

- ☐ Husband agrees to waive and give up all claims he may have for a part of Wife's military and/or civilian retirement income (to include IRAs)
- ☐ Wife agrees to waive and give up all claims she may have for a part of Husband's military and/or civilian retirement income (to include IRAs)

OR

- ☐ Husband reserves his claim for a part of Wife's military and/or civilian retirement income (to include IRAs)
- ☐ Wife reserves her claim for a part of Husband's military and/or civilian retirement income (to include IRAs)

OR

- ☐ Husband's military and/or civilian retirement income (to include IRAs) will be divided
- ☐ Wife's military and/or civilian retirement income (to include IRAs) will be divided

B. Division of Military Retired Pay:

1. How much of the marriage overlapped with military service?
   _____ years _____months

2. Select which method will be used to divide military retired pay and provide the required information:

☐ Spouse to receive a specific dollar amount. This provision safeguards any subsequent Cost of Living pay increases for the retiree (unless the spouse has the order modified each time a raise is received). The specific dollar amount is $_____ per month.

☐ Spouse to receive a specific percentage. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases. The specific percentage is ___%.

☐ Spouse to receive a specific percentage based upon rank and time in service. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases, but denies the former spouse the benefit of increased pay for a member who is promoted after the divorce. The specific percentage is ___%. Disposable military retired pay will be calculated based on the military member's rank of _____ with _____ years of service.

☐ Military Retired Pay Divided Based on Formula. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases, but is used when the percent cannot be determined because the servicemember does not have a retirement date.

☐ Formula Based on Grade and Years of Service. This provision gives the former spouse the benefit of subsequent cost of living adjustment (pay) increases, but denies the former spouse the benefit of increased pay for a member who is promoted after the divorce. It is used when percent cannot be determined because the servicemember does not have a retirement date. Disposable military retired pay will be calculated based on the military member's rank of _____ with _____ years of service.

3. Will language be included that this division shall be treated as as a qualified court order to allow for direct payment?
☐ Yes ☐ No

4. Will the Survivor Benefits Plan be addressed?
☐ No ☐ Yes If Yes, answer the following

Will the former spouse waive coverage by SBP, or be the beneficiary of the SBP?

☐ Waive SBP

☐ Be covered by SBP

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON RETIREMENT BENEFITS*****

_____
_____
_____
_____
_____

XV. CLAIMS AGAINST THE ESTATE OF THE OTHER SPOUSE:

☐ Husband agrees that the estate of Wife will pass to the heirs of the Wife as if the Husband had died before the Wife. Husband further agrees not to contest the will of Wife. Wife agrees that the estate of Husband will pass to the heirs of the Husband as if the Wife had died before the Wife. Wife further agrees not to contest the will of Husband.

XVI. TAXES MATTERS:

A. If the dissolution is final before midnight 31 December, the parties are single and must file as such for the tax year. Otherwise the parties will file as:

☐ Single
☐ Married filing jointly
☐ Married filing separately

For joint filing, do the parties agree to share equally or proportionally in either a payment of deficit or refund?

☐ equally ☐ proportionally

B. <u>Dependency exemptions</u>:

In the absence of an agreement between the parties, the general rule is that the custodial parent gets the dependency exemptions. A noncustodial parent providing child support may be entitled to dependency exemptions if a decree of divorce or written separation agreement so provide.

Does the Custodial Spouse want to waive the dependency exemption?

☐ No ☐ Yes If Yes, Will this waiver be permanent?
☐ No ☐ Yes

*****LEGAL ASSISTANCE ATTORNEY'S NOTES ON TAXES MATTERS*****

_____
_____
_____
_____
_____

XVII. **COUNSEL/COURT FEES**: How will the attorney's fees and court costs of any future divorce be allocated between the parties?

☐ The parties agree to divide equally court costs and each pay their own counsel fees.

☐ The party initiating the suit agrees to pay court costs; each party will pay their own counsel fees.

☐ A specified party will pay the court costs and a specified amount of the other party's counsel fees.

Which party will pay
☐ Husband
☐ Wife

What is the most that that party will pay?
$_____

XVIII. **SOLDIERS' AND SAILORS' CIVIL RELIEF ACT**: Check if one or both parties will waive their rights under the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940.
☐ Husband ☐ Wife

XIX. **GOVERNING LAW**: The laws of which state shall be the controlling state law for any subsequent action for enforcement or interpretation of the separation agreement? _____

XX. CONSULTATION WITH AN ATTORNEY:

A. Husband and Wife fully understand that it is in their best interests to seek advice from separate attorneys before signing a separation agreement.

B. Both parties understand that they may seek the **FREE** advice of a military legal assistance attorney **BEFORE** signing a separation agreement. Although only one party will be seen at the Legal Assistance Office, legal services may be able to be arranged at another Legal Assistance office.

C. Husband ☐ **has** ☐ has not consulted with an attorney:

_____ (attorney's name if applicable)
_____ (attorney's phone number)

D. Wife ☐ **has** ☐ has not consulted with an attorney:

_____ (attorney's name if applicable)
_____ (attorney's phone number)

E. Does either party currently have a Power of Attorney or other grant of authority from the other party? ☐ Yes ☐ No

If YES, does the person who gave the power wish to withdraw or terminate the Power of Attorney? ☐ Yes ☐ No

CAUTION: In most cases, existing Powers of Attorney should be terminated. A General Power of Attorney should be terminated. If there is a need for a continuing Power of Attorney, it should be for a specific limited purpose and for a limited period of time. If an existing Power of Attorney is to be terminated, the person granting the power should attempt to retrieve and destroy all existing copies of the Power of Attorney. If this cannot be accomplished, the party should go to the Legal Assistance Office to prepare a Revocation of Power of Attorney and mail or deliver this Revocation of Power of Attorney to all persons to whom the Power of Attorney may be presented.

*****LEGAL ASSISTANCE ATTORNEY'S NOTES*****

_____
_____
_____
_____
_____