

Disclaimer

Please be aware that these forms do not include instructions or legal advice regarding your rights, responsibilities, and legal options.

To be fully informed and get answers to your questions, you should seek the advice of an attorney.

Instructions

Please read these Instructions in their entirety.

You must complete every form provided within the "Scenario" for your particular case.

Please print clearly or type the information on the forms. Do not leave any spaces blank. If you do not know the answer, state "unknown". If it is not applicable, state "N/A". **The Court will not accept incomplete forms for filing.**

A filing fee is required at the time of the filing of each case. This deposit will be used for court costs relating to your case. Court costs in your case may be more or less than the deposit. The court will decide who pays any remaining costs at the end of your case.

The filing fees are as follows:

Divorce - \$450

Answer to Divorce - \$0

Counterclaim for Divorce - \$250

Reply to Counterclaim for Divorce - \$0

Dissolution - \$450

Complaint for Parentage, Allocation of Parental Rights and Responsibilities and Parenting Time - \$450

Post Decree Motions - \$350

-Motion for Change of Parenting Time

-Motion for Change of Child/Medical Support, Tax Exemption, or Other Child-Related Expenses

-Motion for Contempt

-Motion for Change of Parental Rights

If you do not have funds to pay the filing fee, you must complete the "Financial Disclosure/Fee-Waiver Affidavit", found under "Individual Forms". Please note, it is possible that you may still have to pay the court costs in whole or in part, at the end of your case.

Request for Service

You must complete the "Request for Service" in this packet and file with your other court documents. All necessary parties must be served with the court documents you are filing. It is **your** responsibility to make sure that the documents are served upon the other party(ies). You may choose to have the documents served by:

- 1) Certified Mail. If the Certified mail is returned *unclaimed*, you may attempt service by regular mail.
- 2) Personal Service (usually by the county sheriff where the person(s) resides).
- 3) Service by publication, as permitted by the Civil Rules.

Costs for service will be added to the court costs at the end of your case.

YOU MUST PROVIDE THE CLERK OF COURTS THE ORIGINAL AND THREE (3) COPIES OF EACH DOCUMENT THAT YOU FILE IN YOUR CASE. **If your case involves children, you must provide Original and four (4) copies of each document.*

IN THE COURT OF COMMON PLEAS OF SENECA COUNTY, OHIO

Case No. _____

vs**CLASSIFICATION FORM**

Has this case been previously filed & dismissed? _____

If yes, list Case Number and

Judge: _____

List any case pending or related case filed in Seneca County Common Pleas Court: _____

INDICATE CLASSIFICATION INTO WHICH THIS CASE FALLS:

A. PROFESSIONAL TORT

- ☐ Personal Injury
☐ Wrongful Death
☐ Legal Malpractice
☐ Medical Malpractice
☐ Other Professional Tort

B. PRODUCT LIABILITY

- ☐ Personal Injury
☐ Wrongful Death

C. OTHER TORT

- ☐ Personal Injury
☐ Vehicle Accident
☐ Wrongful Death

D. WORKER'S COMPENSATION

- ☐ Non-Compliance Employer
☐ Appeal

E. FORECLOSURE

- ☐ Foreclosure
☐ Foreclosure (Taxes)

F. ADMINISTRATIVE APPEAL

- ☐ Appeal Civil Service
☐ Appeal Motor Vehicle
☐ Appeal Unemployment
☐ Appeal Liquor
☐ Appeal Taxes
☐ Appeal Zoning

H. OTHER CIVIL

- ☐ Accounting
☐ Appropriation
☐ Beyond Jurisdiction
☐ Breach of Contract
☐ Cancel Land Contract
☐ Change of Venue
☐ Class Action
☐ Consumer Sales Act
☐ Convey Declared Void
☐ Declaratory Judgment
☐ Discharge Mechanic's Lien
☐ Dissolve Partnership
☐ Habeas Corpus
☐ Mandamus
☐ Miscellaneous
☐ Sale of Real Estate
☐ Specific Performance
☐ Restraining Order
☐ Testimony
☐ Civil Stalking Protection Order

I. DOMESTIC RELATIONS

- ☐ A. Termination with Children
☐ B. Termination without Children
☐ C. Dissolution with Children
☐ D. Dissolution without Children
☐ E. Change of Residential Parent
☐ F. Parenting Time Enf./Modification
☐ G. Support Enf./Modification
☐ H. Domestic Violence
☐ I. URESA
☐ J. Parentage
☐ K. All Other

ATTORNEY'S NAME: _____

(PLEASE PRINT NAME)

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Street Address

City, State and Zip Code

Case No.

Judge

Magistrate

Petitioner 1

and

Name

Street Address

City, State and Zip Code

Petitioner 2

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 19) must be filed with this Petition. If there is/are child(ren), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form 3) and either a Shared Parenting Plan (Uniform Domestic Relations Form 20) or a Parenting Plan (Uniform Domestic Relations Form 21) must be filed with this Petition. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

PETITION FOR DISSOLUTION OF MARRIAGE AND WAIVER OF SERVICE OF SUMMONS

☐ WITH CHILDREN ☐ WITHOUT CHILDREN

Now come Petitioners and state as follows:

- ☐ Petitioner 1 ☐ Petitioner 2 ☐ Both parties has/have been (a) resident(s) of the State of Ohio for at least six (6) months immediately before the filing of this Petition.
- Petitioners consent to venue.

3. Petitioners were married on _____ (date of marriage)
in _____ (city or county, and state).

4. ☐ Neither party is pregnant OR ☐ a party is pregnant.

5. *Check all that apply:* (If more space is needed, add additional pages)

☐ There is/are no minor child(ren) born from or adopted during this marriage or relationship.

☐ The following child(ren) was/were born of the parties' relationship prior to the marriage:

Name of Child

Date of Birth

_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage:

Name of Child

Date of Birth

_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child

Date of Birth

_____	_____
_____	_____

☐ The following child(ren) is/are subject to an existing order of parenting or support of another Court or agency:

Name of Child

Date of Birth

Name of Court or Agency

_____	_____	_____
_____	_____	_____

☐ One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child

Date of Birth

_____	_____
_____	_____

6. Military Service:

☐ Neither Petitioner 1 nor Petitioner 2 is an active-duty servicemember of the United States military.

☐ Petitioner 1 and/or ☐ Petitioner 2 is an active-duty servicemember of the United States military.

7. Petitioners entered into a Separation Agreement which is attached and incorporated herein as if fully written.

8. If Petitioners have (a) minor child(ren): (*select one*)

☐ Petitioners agreed to a Shared Parenting Plan which is attached and incorporated herein as if fully written.

☐ Petitioners agreed to a Parenting Plan which is attached and incorporated herein as if fully written.

9. Petitioners are both over eighteen (18) years of age, are not under any disability, and waive all rights to receive Summons for the dissolution action through the Clerk of Courts.

10. ☐ _____, requests to be restored to the former name of _____.

Petitioners request that the Court dissolve their marriage and issue a Judgment Entry-Decree of Dissolution of Marriage adopting the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

Petitioner 1 Signature

Petitioner 2 Signature

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Fax Number

Fax Number

E-mail

E-mail

Petitioner 1 Attorney Signature

Petitioner 2 Attorney Signature

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Fax Number

Fax Number

E-mail

E-mail

Supreme Court Reg No.

Supreme Court Reg No.

**IN THE COURT OF COMMON PLEAS
DIVISION**

COUNTY, OHIO

Name Case No. _____

Street Address Judge _____

City, State and Zip Code Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

SEPARATION AGREEMENT

The parties, _____ and _____, state as follows:

1. The parties were married on _____ (date of marriage)
in _____ (city or county, and state).
2. The parties request that the termination of marriage be ☐ the date of the final hearing or ☐ the date specified:
_____.

3. The parties intend to live separate and apart.
4. Each party completed (a) financial disclosure affidavit(s) which fully and accurately lists and values all marital property, separate property, and any other assets, debts, income, and expenses.
5. Each party acknowledges that he/she reviewed the other party's completed financial disclosure affidavit(s).
6. Each party's financial disclosure affidavit(s) shall be filed in the Court's Family File pursuant to Sup.R. 44(C)(2)(h) no later than the date upon which this Agreement is filed.
7. Neither party has knowledge of any other property or debts of any kind in which either party has an interest.
8. Each party had the opportunity to value and verify all marital property, separate property, and debts.
9. A party's willful failure to disclose may result in the Court awarding the other party three (3) times the value of the property, assets, income, or expenses that were not disclosed.
10. This Agreement addresses spousal support, property, and debt division.
11. This Agreement is the complete agreement of the parties.
12. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
13. Each party fully understands this Agreement and has knowingly and voluntarily signed this Agreement.
14. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties and incorporated into a Court order.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other, harass the other, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property is defined in R.C. 3105.171. Generally, marital property is property acquired during the marriage which is owned by either or both spouses and property in which either spouse has an interest.

Separate property is defined in R.C. 3105.171. Generally, separate property is property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, received as compensation for personal injury, (except for loss of marital earnings and compensation for expenses paid from marital assets), or any gift of property that was given to only one (1) spouse.

A. Real Estate: (select one)

Real estate includes, but is not limited to, land, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes officially converted to real estate, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and remainder rights in real estate.

1. ☐ Neither party has any ownership interest in any real estate.
2. ☐ One or both of the parties has/have an interest in real estate and agree to distribute the interest(s) as follows:

Address or Parcel Number of Property	Party

3. A legal description of the property (found in the property's deed) should be attached.
4. Each party shall pay and hold the other harmless from any debt, including mortgages, real estate taxes and assessments, and other liens owing on real estate received unless otherwise stated in this Agreement.
5. Other arrangements regarding real estate, including, but not limited to, refinancing or sale:

If the real estate is not in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

B. Titled Vehicles: (select one)

Titled vehicles include, but are not limited to, boats, trailers, automobiles, motorcycles, trucks, mobile homes not officially converted to real estate, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), and all purpose vehicles (APV). Provide vehicle year, make, model, and vehicle identification or serial number (VIN/SN) for all titled vehicle(s).

1. ☐ Neither party has any ownership interest in any titled vehicle(s).
2. ☐ Plaintiff/Petitioner 1 shall receive the following titled vehicle(s) free and clear of any claim of Defendant/Petitioner 2:

Year	Make	Model	VIN/SN

3. ☐ Defendant/Petitioner 2 shall receive the following titled vehicle(s) free and clear of any claim of Plaintiff/Petitioner 1

Year	Make	Model	VIN/SN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Each party shall pay and hold the other harmless from any debt owing on the titled vehicle(s) received unless otherwise stated in this Agreement.

5. Other arrangements regarding titled vehicles, including, but not limited to, refinancing or sale:

If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance:

C. Household Goods and Personal Property: (select one)

Household goods and personal property include, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

1. ☐ The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession. The parties are satisfied with the division.
2. ☐ The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession, except as follows:

Plaintiff/Petitioner 1 shall receive:

Defendant/Petitioner 2 shall receive:

3. Delivery or pick-up of household goods and personal property shall be as follows:

4. Each party shall pay and hold the other harmless from any debt owing on the household goods and personal property he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding household goods and personal property:

D. Financial Accounts: (select one)

Financial accounts include, but are not limited to, checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan), and trusts.

1. ☐ Neither party has any ownership interest in any financial accounts.
2. ☐ Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Type of Account
		☐ checking ☐ saving ☐ other:
		☐ checking ☐ saving ☐ other:
		☐ checking ☐ saving ☐ other:

3. ☐ Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Type of Account
		☐ checking ☐ saving ☐ other: _____
		☐ checking ☐ saving ☐ other: _____
		☐ checking ☐ saving ☐ other: _____

4. Each party shall pay and hold the other harmless from any debt owing on the financial accounts he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding financial accounts:

If any financial account is not held in the name of the party to whom it is distributed, the parties shall transfer the financial account to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

E. Stocks, Bonds, Securities, and Mutual Funds: (select one)

1. ☐ Neither party has an interest in any stocks, bonds, securities, or mutual funds.
2. ☐ Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description

3. ☐ Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description

4. Each party shall pay and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

If any stock, bond, security, or mutual fund is not in the name of the party to whom it is distributed, the parties shall transfer the stock, bond, security, or mutual fund to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

F. Business Interests: (select one)

1. ☐ Neither party has any interest in any business.
2. ☐ Plaintiff/Petitioner 1 shall receive the following:

Name of Business	Ownership Interest

3. ☐ Defendant/Petitioner 2 shall receive the following:

Name of Business	Ownership Interest

4. Each party shall pay and hold the other harmless from any debt owing on the business interests he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests:

If any business is not in the name of the party to whom it is distributed, the parties shall transfer the business to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

**G. Pension, Profit Sharing, IRA, 401(k), Deferred Compensation, and Other Retirement Plans:
(select one)**

1. ☐ Neither party has any interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans.

2. ☐ Plaintiff/Petitioner 1 shall receive the following:

Institution	Name(s) on Plan	Amount/Share

3. ☐ Defendant/Petitioner 2 shall receive the following:

Institution	Name(s) on Plan	Amount/Share

4. Each party shall pay and hold the other harmless from any debt owing on any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans:

The parties shall arrange the transfer of any distributed interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

A Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or other required Order may be necessary to divide some of these assets. The QDRO, DOPO, or other required Order shall be prepared by: _____ and submitted to the Court within ninety (90) days after the final hearing. Expenses of preparation, approval, and filing shall be paid as follows:

The parties acknowledge that failure to file a QDRO, DOPO, or other required Order to effectuate the distribution of an interest in a pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plan may detrimentally affect the distribution of the retirement interest(s) and may result in further legal proceedings. The Court shall retain jurisdiction to effectuate the intended distribution of retirement interests and to issue, interpret, and enforce the terms of documents of transfer.

H. Life Insurance Policies: (select one)

1. ☐ Neither party has any interest in any life insurance policy(ies) with a cash value.

2. ☐ Plaintiff/Petitioner 1 shall receive the following policy(ies):

3. ☐ Defendant/Petitioner 2 shall receive the following policy(ies):

4. Each party shall pay and hold the other harmless from any debt owing on the life insurance policy(ies) he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies):

If any life insurance policy is not in the name of the party to whom it is distributed, the parties shall transfer the life insurance policy to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

I. Other Property: (select one)

1. ☐ Neither party has any other property.

2. ☐ Other property owned by one or both of the parties shall be distributed as follows:

Description of Property	Party

3. Each party shall pay and hold the other harmless from any debt owing on the property he/she receives unless otherwise stated in this Agreement.

4. Other arrangements regarding the property above:

If the property listed above is not in the possession or titled in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

THIRD: DEBTS (select all that apply)

1. ☐ Neither party owes any debt(s) which are not paid in full each month, including, but not limited to, credit cards, medical bills, student loans, tax obligations, and 401(k) or insurance loans.
2. ☐ Plaintiff/Petitioner 1 shall pay the following debt(s):

Creditor	Balance	Current Name on Account

3. ☐ Defendant/Petitioner 2 shall pay the following debt(s):

Creditor	Balance	Current Name on Account

4. Each party shall pay and hold the other harmless from the above listed debt unless otherwise stated in this Agreement

5. Other arrangements regarding debt(s), including refinancing:

6. The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy.

7. Neither party shall incur liabilities in the name of the other party in the future.

FOURTH: SPOUSAL SUPPORT

A. No Spousal Support Obligation

☐ Neither Plaintiff/Petitioner 1 nor Defendant/Petitioner 2 shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. Spousal Support Obligation

☐ ☐ Plaintiff/Petitioner 1 or ☐ Defendant/Petitioner 2 shall pay spousal support to ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2 in the amount of \$_____ per month commencing on _____, Spousal support shall continue ☐ for a period of _____ months OR ☐ until further order of this Court.

C. Method of Payment of Spousal Support:

☐ Spousal support payments shall be made directly to ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2. *(Direct payment can only be made if there are no minor child(ren) and in accordance with R.C. 3121.441.)*

☐ Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency by: ☐ income withholding or ☐ other _____.

D. Termination of Spousal Support

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2's death or in the event of the following: **(check all that apply)**

☐ The cohabitation of the person receiving support in a relationship comparable to marriage.

☐ The remarriage of the person receiving support.

☐ Other: *(specify)* _____

E. Reservation of Jurisdiction

Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: *(check all that apply)*

☐ The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

☐ The Court shall NOT retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

☐ The Court shall retain jurisdiction to modify the amount of the spousal support order.

- ☐ The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.
- ☐ The Court shall retain jurisdiction to modify the duration of the spousal support order.
- ☐ The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.

F. Other orders regarding spousal support: (specify) _____

G. Arrearage or Overpayment

- ☐ Any temporary spousal support arrearage or overpayment shall survive the Judgment Entry.
- ☐ Any temporary spousal support arrearage or overpayment shall not survive the Judgment Entry.
- ☐ Other: _____

FIFTH: NAME

☐ _____ shall be restored
to the former name of _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT, AND HEALTH CARE

- ☐ The parties do not have (a) child(ren) subject to the jurisdiction of the Court.
- ☐ The parties have (a) child(ren) subject to the jurisdiction of the Court, and a
 - ☐ Parenting Plan is attached
 - ☐ Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

Neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled. All joint credit cards shall be immediately destroyed.

NINTH: INCORPORATION INTO JUDGMENT ENTRY

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into a Judgment Entry.

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Date

Date

ACKNOWLEDGMENT

STATE OF OHIO

)

) SS

COUNTY OF _____

)

Before me, a Notary Public, personally appeared _____, Plaintiff/Petitioner 1, who acknowledged that Plaintiff/Petitioner 1 has signed the Separation Agreement, that Plaintiff/Petitioner 1 understands the Separation Agreement, and that Plaintiff/Petitioner 1 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Plaintiff/Petitioner 1). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

STATE OF OHIO

)

) SS

COUNTY OF _____

)

Before me, a Notary Public, personally appeared _____, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

IN THE COURT OF COMMON PLEAS OF SENECA COUNTY, OHIO

Plaintiff/Petitioner,	:	CASE NO. _____
-vs/and-	:	JUDGE _____
Defendant/Respondent/Petitioner.	:	NOTICE OF FILING IN
	:	FAMILY FILE

NOTICE is hereby given that on this _____ day of _____, 20_____, the undersigned has filed the following document(s) to be placed in the family file of the above-referenced case:

- | | |
|---|---|
| ☐ Affidavit of Income and Expenses | ☐ Guardian ad Litem Report |
| ☐ Affidavit of Property | ☐ Home Investigation Report |
| ☐ Health Insurance Affidavit | ☐ Psychological Evaluation |
| ☐ Health Care Documents | ☐ Drug/Alcohol Screens or Assessment |
| ☐ Asset Appraisal/Evaluation | ☐ Juvenile Court Records |
| ☐ Patchworks House Reports | ☐ Genetic Testing Results |
| ☐ Other: _____ | |

SIGNATURE

PRINTED NAME

TITLE

Copies to:

- ☐ Plaintiff/Petitioner or Counsel of Record
 - ☐ Defendant/Respondent/Petitioner or Counsel of Record
 - ☐ Guardian ad Litem
 - ☐ Other: _____
- _____

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. This affidavit is used to make complete disclosure of income, expenses, and money owed. It is used to determine child and spousal support. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If you need more space, add additional pages.**

AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES

Affidavit of _____
(Print Name)

Date of marriage _____ Date of separation _____

SECTION I – BASIC INFORMATION

Plaintiff/Petitioner 1

Defendant/Petitioner 2

Date of Birth _____	Date of Birth _____
Last 4 Digits of Social Security # XXX-XX-_____	Last 4 Digits of Social Security # XXX-XX-_____
Phone Number _____	Phone Number _____
Email Address _____	Email Address _____
Is an interpreter needed? ☐ Yes or ☐ No If yes, explain: _____	Is an interpreter needed? ☐ Yes or ☐ No If yes, explain: _____
Health: ☐ Good ☐ Fair ☐ Poor If health is not good, please explain: _____	Health: ☐ Good ☐ Fair ☐ Poor If health is not good, please explain: _____

Education: (<i>Check highest level achieved</i>) ☐ Grade School ☐ High School ☐ Associate ☐ Bachelor's ☐ Post Graduate	Education: (<i>Check highest level achieved</i>) ☐ Grade School ☐ High School ☐ Associate ☐ Bachelor's ☐ Post Graduate
Other Technical Certifications: Active Member of the U.S. Military ☐ Yes ☐ No	Other Technical Certifications: Active Member of the U.S. Military ☐ Yes ☐ No

SECTION II – INCOME

	<u>Plaintiff/Petitioner 1</u>	<u>Defendant/Petitioner 2</u>
Employed	☐ Yes ☐ No	☐ Yes ☐ No
Date of Employment	_____	_____
Name of Employer	_____	_____
Payroll Address	_____	_____
Payroll City, State, Zip	_____	_____
Scheduled Paychecks Per Year	☐ 12 ☐ 24 ☐ 26 ☐ 52	☐ 12 ☐ 24 ☐ 26 ☐ 52

A. YEARLY INCOME, OVERTIME, COMMISSIONS, AND BONUSES FOR PAST THREE YEARS

	<u>Plaintiff/Petitioner 1</u>	Year	<u>Defendant/Petitioner 2</u>
Base yearly income	\$ _____	3 years ago — 20__	\$ _____
	\$ _____	2 years ago — 20__	\$ _____
	\$ _____	Last year — 20__	\$ _____
Yearly overtime, commissions, and/or bonuses	\$ _____	3 years ago — 20__	\$ _____
	\$ _____	2 years ago — 20__	\$ _____
	\$ _____	Last year — 20__	\$ _____

B. COMPUTATION OF CURRENT INCOME

	<u>Plaintiff/Petitioner 1</u>	<u>Defendant/Petitioner 2</u>
Base Yearly Income	\$ _____	\$ _____
Average yearly overtime, commissions, and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____

	Plaintiff/Petitioner 1	Defendant/Petitioner 2
Unemployment Compensation	\$ _____	\$ _____
Disability Benefits		
Workers' Compensation	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Retirement Benefits		
Social Security	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Spousal Support Received	\$ _____	\$ _____
Interest and dividend income (source) _____	\$ _____	\$ _____
Other income (type and source) _____	\$ _____	\$ _____
TOTAL YEARLY INCOME	\$ _____	\$ _____
Supplemental Security Income (SSI) and/or public assistance	\$ _____	\$ _____
Social Security or Veteran's benefits received for child(ren)		
☐ Based on parent's disability	\$ _____	\$ _____
☐ Based on child's disability	\$ _____	\$ _____
Child support you receive from a child support enforcement agency or court order for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS

Minor and/or dependent child(ren) who is/are adopted or born from this marriage or relationship:

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In addition to the above child(ren):

Plaintiff/Petitioner 1 has _____ other minor biological or adopted child(ren).

Defendant/Petitioner 2 has _____ other minor biological or adopted child(ren).

There is/are _____ adult(s) in your household.

SECTION IV – EXPENSES

List monthly expenses below for your present household.

A. MONTHLY HOUSING EXPENSES

Rent or first mortgage (including taxes and insurance)	\$ _____
Second mortgage/equity line of credit	\$ _____
Real estate taxes (if not included above)	\$ _____
Renter or homeowner's insurance (if not included above)	\$ _____
Homeowner or condominium association fee	\$ _____
Utilities	
◦ Electric	\$ _____
◦ Gas, fuel oil, propane	\$ _____
◦ Water and sewer	\$ _____
◦ Telephone and/or cell phone	\$ _____
◦ Trash collection	\$ _____
◦ Cable/satellite television	\$ _____
◦ Internet service	\$ _____
Cleaning	\$ _____
Lawn service and/or snow removal	\$ _____
Other: _____	\$ _____
_____	\$ _____
TOTAL MONTHLY:	\$ _____

B. OTHER MONTHLY LIVING EXPENSES

Food	
◦ Groceries (including food, paper, cleaning products, toiletries, and other)	\$ _____
◦ Restaurant	\$ _____
Transportation	
◦ Vehicle loan, lease	\$ _____
◦ Vehicle maintenance	\$ _____
◦ Gasoline	\$ _____

° Parking, public transportation \$ _____
 Clothing
 ° Clothes (other than child(ren)'s) \$ _____
 ° Dry cleaning and laundry \$ _____
 Personal grooming
 ° Hair and nail care \$ _____
 ° Other: _____ \$ _____
 Other: _____ \$ _____
TOTAL MONTHLY: \$ _____

C. MONTHLY MINOR CHILD-RELATED EXPENSES
 (for child(ren) of the marriage or relationship)

Work and/or education-related child care \$ _____
 Other child care \$ _____
 Extraordinary parenting time travel cost \$ _____
 School tuition \$ _____
 School lunches \$ _____
 School supplies \$ _____
 Extracurricular activities and lessons \$ _____
 Clothing \$ _____
 Child(ren)'s allowances \$ _____
 Special and extraordinary needs of child(ren) (not included elsewhere) \$ _____
 Other: _____ \$ _____
TOTAL MONTHLY: \$ _____

D. MONTHLY INSURANCE PREMIUMS

Life \$ _____
 Auto \$ _____
 Health \$ _____
 Disability \$ _____
 Other: _____ \$ _____
TOTAL MONTHLY: \$ _____

E. MONTHLY WORK AND EDUCATION EXPENSES FOR SELF

Mandatory work expenses (union dues, uniforms, or other)	\$ _____
Additional income taxes paid (not deducted from wages)	\$ _____
Tuition	\$ _____
Books, fees, and other	\$ _____
College loan	\$ _____
Other: _____	\$ _____
_____	\$ _____
TOTAL MONTHLY:	\$ _____

F. MONTHLY HEALTH CARE EXPENSES
(not covered by insurance)

Physicians	\$ _____
Dentists and orthodontists	\$ _____
Optometrists and opticians	\$ _____
Prescriptions	\$ _____
Other: _____	\$ _____
TOTAL MONTHLY:	\$ _____

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) [for child(ren) who were not born of this marriage or relationship and were not adopted by these parties]	\$ _____
Child support for child(ren) who were not born of this marriage or relationship and were not adopted by these parties	\$ _____
Expenses paid for adult child(ren) or other dependent(s)	\$ _____
Spousal support paid to former spouse(s)	\$ _____
Subscriptions and books	\$ _____
Charitable contributions	\$ _____
Memberships (associations and clubs)	\$ _____
Travel and vacations	\$ _____
Pets	\$ _____
Gifts	\$ _____
Attorney fees	\$ _____

Other: _____ \$ _____
 _____ \$ _____
TOTAL MONTHLY: \$ _____

H. MONTHLY INSTALLMENT PAYMENTS INCLUDING BANKRUPTCY PAYMENTS

(Do not repeat expenses already listed.)

Examples: car, credit card, rent-to-own, or cash advance payments

To whom paid	Purpose	Balance due	Monthly payment
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
		TOTAL MONTHLY:	\$ _____

GRAND TOTAL MONTHLY EXPENSES (Sum of A through H): \$ _____

OATH OR AFFIRMATION
(Do not sign until Notary Public is present)

I, (print name) _____, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit are true, accurate, and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

STATE OF _____)
) SS
COUNTY OF _____)

Sworn to or affirmed before me by _____ this _____ day of _____.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date:

(Affix seal here)

IN THE COURT OF COMMON PLEAS

**DIVISION
COUNTY, OHIO**

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No. _____

Judge _____

Magistrate _____

Instructions: Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, THE PROPERTY AND DEBTS OF YOUR SPOUSE, AND ANY JOINT PROPERTY OR DEBTS. You must provide the most recent value for each asset and balance owed for each debt. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If more space is needed, add additional pages.**

AFFIDAVIT OF PROPERTY AND DEBT

Affidavit of _____
(Print Name)

I. REAL ESTATE INTERESTS

	<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity</u>
1.	_____	\$ _____	_____	\$ _____	\$ _____

2.	_____	\$ _____	_____	\$ _____	\$ _____

TOTAL SECTION I: REAL ESTATE INTERESTS: \$ _____

II. OTHER ASSETS

	<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
	A. Vehicles and Other Certificate of Title Property	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, trailers, ATVs, snowmobiles, jet skis, etc.)		
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
3.			\$
4.			\$
5.			\$
6.			\$
B. Financial Accounts	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1.			\$
2.			\$
3.			\$
4.			\$
C. Pensions & Retirement Plans	(Include profit-sharing, IRAs, 401(k) plans, etc. Describe each type of plan)		
1.			\$
2.			\$
3.			\$
4.			\$
D. Publicly Held Stocks, Bonds, Securities & Mutual Funds	(Name of company and number of shares)		
1.			\$
2.			\$
3.			\$
4.			\$

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
E. Closely Held Stocks & Other Business Interests and Name of Company (Type of ownership and number of shares)			
1.			\$
2.			\$
F. Life Insurance (Company Name and Term or Whole Life) (Insured Life) Cash Value and Loan Balance, if any			
1.			\$
2.			\$
3.			\$
4.			\$
G. Furniture & Household Goods, Furnishings, and Appliances			
1.			\$
2.			\$
3.			\$
4.			\$
H. Safe Deposit Box (Give location and contents)			
1.			\$
2.			\$
3.			\$
4.			\$
I. All Other Assets Not Listed Above (including jewelry, art, tools, firearms, and other collectibles) (If necessary, attach additional pages)			
1.			\$
2.			\$
TOTAL SECTION II: OTHER ASSETS:			\$

III. SEPARATE PROPERTY CLAIMS

Separate property includes, but is not limited to, property owned before marriage and gifts or inheritances to only one spouse.

Description	Why do you claim this as separate property?	Present Fair Market Value
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
TOTAL SECTION III: SEPARATE PROPERTY CLAIMS: \$ _____		

IV. DEBT

List ALL OF YOUR DEBTS, your spouse's debts, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." **If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.**

Type	Name of Creditor	Name on Account	Total Debt Due	Monthly Payment
A. Secured Debt (Mortgages, Car, etc.)				
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
B. Unsecured Debt (Credit cards, medical bills, other debts)				
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name _____

Case No. _____

Street Address _____

Judge _____

City, State and Zip Code _____

Magistrate _____

Petitioner 1

and

Name _____

Street Address _____

City, State and Zip Code _____

Petitioner 2

JUDGMENT ENTRY – DECREE OF DISSOLUTION OF MARRIAGE

☐ WITH CHILDREN ☐ WITHOUT CHILDREN

This matter came on for hearing on _____ before ☐ Judge ☐ Magistrate
_____, upon the Petition for Dissolution of Marriage
filed on _____.

Petitioner 1 was present and ☐ was ☐ was not represented by counsel _____.

Petitioner 2 was present and ☐ was ☐ was not represented by counsel _____.

FINDINGS

1. ☐ Petitioner 1 ☐ Petitioner 2 ☐ Both parties was/were (a) resident(s) of the State of Ohio for at least six (6) months immediately before the filing of the Petition.
2. Both parties consented to venue.
3. ☐ Not less than thirty (30) days nor more than ninety (90) days have elapsed after the filing of the Petition.
☐ The parties successfully completed a collaborative family law process and not more than ninety (90) days have elapsed since the filing of the Petition.

4. The parties were married on _____ (date of marriage)
in _____ (city or county, and state).

5. ☐ Neither party is pregnant OR ☐ a party is pregnant.

6. ☐ There is/are no minor child(ren) born from or adopted during this marriage or relationship.

☐ The following child(ren) was/were born of the parties' relationship prior to the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child	Date of Birth
_____	_____
_____	_____

☐ The following child(ren) is/are subject to an existing order of parenting or support of another Court:

Name of Child	Date of Birth
_____	_____
_____	_____

☐ One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____

7. Military Service:

- ☐ Neither Petitioner 1 nor Petitioner 2 is an active-duty servicemember of the United States military.
☐ Petitioner 1 and/or ☐ Petitioner 2 is an active-duty servicemember of the United States military; however, active-duty service did not impact the member's ability to prosecute or defend this action.

8. Upon examination under oath, the parties acknowledged that they voluntarily entered into a Separation Agreement which was attached to the Petition, ☐ as modified on _____, and is attached hereto as Exhibit A. Petitioners are satisfied with the terms of the Agreement, fully understand same and believe it is a fair and equitable division of their assets and debts. Petitioners desire the Court to approve and adopt the Agreement.
9. Upon examination under oath, the parties acknowledged that they voluntarily entered into a ☐ Shared Parenting Plan OR ☐ Parenting Plan which was attached to the Petition, ☐ as modified on _____, and is attached hereto as Exhibit B. Petitioners are satisfied with the terms of the Plan, fully understand same and believe it to be in the best interest of their child(ren). Petitioners desire the Court to approve and adopt the Plan.
10. _____ requests to be restored to the former name of _____.
11. Petitioners desire to have the marriage dissolved.

JUDGMENT

Based upon the findings set forth above, it is, therefore, **ORDERED, ADJUDGED and DECREED:**

FIRST: DISSOLUTION GRANTED

The dissolution of marriage is granted.

The Court approves the:

- ☐ Separation Agreement OR ☐ Amended Separation Agreement
☐ Shared Parenting Plan OR ☐ Amended Shared Parenting Plan
☐ Parenting Plan OR ☐ Amended Parenting Plan

as submitted and releases the parties from the obligations of their marriage except as set forth in the attached Agreement and ☐ Plan which is/are incorporated in this Judgment Entry – Decree of Dissolution of Marriage as if fully rewritten.

The parties shall fulfill each and every obligation imposed by the Agreement and ☐ Plan as submitted and modified, if applicable. This Judgment Entry – Decree of Dissolution shall constitute a Parenting Decree under R.C. 3109.04(D).

SECOND: NAME

☐ _____ is restored to the former name of _____.

THIRD: OTHER

☐ _____

FOURTH: COURT COSTS

Court costs are:

☐ Taxed to the deposit. Court costs due above the deposit shall be paid as follows:

☐ Other: (specify) _____

FIFTH: CLERK OF COURTS

The Clerk of Courts shall provide:

☐ a certified copy to: _____

☐ a file stamped copy to: Child Support Enforcement Agency, if there are children

JUDGE

Petitioner 1 Signature

Printed Name

Petitioner 1's Attorney Signature

Printed Name

Supreme Court Reg No.

Petitioner 2 Signature

Printed Name

Petitioner 2's Attorney Signature

Printed Name

Supreme Court Reg No.

The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ.R. 5(B), in the manner provided in Civ.R. 58(B).