

| | |
|---|--|
| <input type="checkbox"/> District Court <input type="checkbox"/> Denver Juvenile Court _____ County, Colorado Court Address: _____ <hr/> In re: <input type="checkbox"/> The Marriage of: <input type="checkbox"/> The Civil Union of: <input type="checkbox"/> Parental Responsibilities concerning: _____ <hr/> Petitioner: and Co-Petitioner/Respondent: _____ <hr/> Attorney or Party Without Attorney (Name and Address): _____ <hr/> <div style="display: flex; justify-content: space-between;"> <div>Phone Number: _____ FAX Number: _____</div> <div>E-mail: _____ Atty. Reg. #: _____</div> </div> | <div style="text-align: center; padding: 20px 0;"> ▲ COURT USE ONLY ▲ </div> <hr/> Case Number: _____ <hr/> <div style="display: flex; justify-content: space-between;"> <div>Division _____</div> <div>Courtroom _____</div> </div> |
| CERTIFICATE OF COMPLIANCE WITH MANDATORY FINANCIAL DISCLOSURES *****EACH PARTY MUST COMPLETE AND FILE THIS FORM WITH THE COURT***** | |

I, the ☐ Petitioner ☐ Co-Petitioner/Respondent (check one) hereby certify that I have sent the other party the following Mandatory Disclosures as required by Rule 16.2(e)(7) of the Colorado Rules of Civil Procedure.

See JDF 1125: Mandatory Disclosure – Form 35.1 for explanation on what is required by the disclosures being listed. Check those that you have furnished to the other party. **(Note: Only the Sworn Financial Statement and Child Support Worksheet should be filed with the Court.)**

- | | |
|---|---|
| <input type="checkbox"/> Sworn Financial Statement <input type="checkbox"/> Income Tax Returns (most recent 3 years) <input type="checkbox"/> Personal Financial Statements (last 3 years) <input type="checkbox"/> Business Financial Statements (last 3 years) <input type="checkbox"/> Real Estate Documents (Appraisal, Title, etc.) <input type="checkbox"/> Personal Debt (Loans, Title, Credit Card Statements, etc.) <input type="checkbox"/> Investments <input type="checkbox"/> Employment Benefits | <input type="checkbox"/> Retirement Plans <input type="checkbox"/> Bank/Financial Institution Accounts <input type="checkbox"/> Income Documentation (Pay Stubs, etc.) <input type="checkbox"/> Employment and Education – Related child Care Documentation <input type="checkbox"/> Insurance Documentation <input type="checkbox"/> Extraordinary Children's Expense Documentation |
|---|---|

If I have not provided information, it is because:

I hereby certify that, to the best of my knowledge, the disclosures I have made are complete and correct as of this date.

☐ By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.

☐ By checking this box, I am acknowledging that I have made a change to the original content of this form.

***SIGNATURE(S) ARE REQUIRED BELOW BEFORE FILING WITH THE COURT**

VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the _____ day of _____, _____, at _____
(date) (month) (year) (city or other location, and state OR country)

(Printed name of Petitioner/Co-Petitioner/Respondent)

*Signature of Petitioner/Co-Petitioner/Respondent)

Attorney Signature, if any

***SIGNATURE IS REQUIRED BELOW BEFORE FILING WITH THE COURT**

CERTIFICATE OF SERVICE

I certify that on _____ (date) a true and accurate copy of **the CERTIFICATE OF COMPLIANCE WITH MANDATORY FINANCIAL DISCLOSURES** was served on the other party by:

☐ Hand Delivery, ☐ E-filed, ☐ Faxed to this number _____, **or**

☐ by placing it in the United States mail, postage pre-paid, and addressed to the following:

To: _____

*(Your Signature)

Date

| | |
|---|--|
| <input type="checkbox"/> District Court <input type="checkbox"/> Denver Juvenile Court _____ County, Colorado Court Address: _____ <hr/> In re: <input type="checkbox"/> The Marriage of: <input type="checkbox"/> The Civil Union of: <input type="checkbox"/> Parental Responsibilities concerning: _____ Petitioner: and Co-Petitioner/Respondent: | ▲ COURT USE ONLY ▲ |
| Attorney or Party Without Attorney (Name and Address): _____ Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____ | Case Number: _____ Division _____ Courtroom _____ |
| SWORN FINANCIAL STATEMENT | |

I, _____ (full name) ☐ am ☐ am not currently employed.

I am employed _____ hours per week. I am paid ☐ weekly ☐ bi-weekly ☐ twice a month ☐ monthly.

My pay is based on a ☐ Monthly Salary ☐ Hourly rate of \$ _____ ☐ Other: _____

Date employment began _____.

My occupation is: _____ Name of employer: _____

Address of employer: _____

If unemployed, what date did you last work? _____

I am unemployed due to ☐ disability ☐ involuntary layoff at work ☐ other: _____

This household consists of _____ adult(s), and _____ minor child(ren).

I believe the monthly gross income of the other party is \$ _____.

Annual gross income (last tax year 20__) for Petitioner \$ _____, ☐ Co-Petitioner/Respondent \$ _____

1. Monthly Income (Convert annual, bi-monthly, and weekly amounts to monthly amounts.)

| | | | |
|--|----|---|-----------|
| Gross Monthly Income (before taxes and deductions) from salary and wages, including commissions, bonuses, overtime, self-employment, business income, other jobs, and monthly reimbursed expenses. | \$ | Social Security Benefits (SSA) <input type="checkbox"/> SSDI (Disability insurance – entitlement program) <input type="checkbox"/> SSI (supplemental income – need based) | \$ |
| Unemployment & Veterans' Benefits | | Disability, Workers' Compensation | |
| Pension & Retirement Benefits | | Interest & Dividends | |
| Public Assistance (TANF) | | Other - _____ | |
| Total Monthly Income | | | \$ |
| Miscellaneous Income | | | |
| Royalties, Trusts, and Other Investments | \$ | Contributions from Others | \$ |
| Dependent Children's monthly gross income. Source of Income: _____ | | All other sources, i.e. personal injury settlement, non-reported income, etc. | |
| Rental Net Income | | Expense Accounts | |
| Child Support from Others | | Other - _____ | |
| Spousal/Partner Support from Others | | Other - _____ | |
| Total Monthly Miscellaneous Income | | | \$ |
| Total Income | | | \$ |

2. Monthly Deductions (Mandatory and Voluntary)

| | | | |
|--|-----------------------|------------------------------------|-----------------------|
| Mandatory Deductions | Cost Per Month | | Cost Per Month |
| Federal Income Tax | \$ | State/Local Income Tax | \$ |
| PERA/Civil Service | | Social Security Tax | |
| Medicare Tax | | Other - _____ | |
| Total Mandatory | | | \$ |
| Deductions | | | |
| Voluntary Deductions | Cost Per Month | | Cost Per Month |
| Life and Disability Insurance | \$ | Stocks/Bonds | \$ |
| Health, Dental, Vision Insurance Premium | | Retirement & Deferred Compensation | |
| Total number of people covered on Plan → | | | |
| Child Care (deducted from salary) | | Other - _____ | |
| Flex Benefit Cafeteria Plan | | Other - _____ | |
| Total Voluntary | | | \$ |
| Deductions | | | |
| Total Monthly Deductions | | | \$ |

3. Monthly Expenses

Note: List regular monthly expenses below that you pay on an on-going basis and that are not identified in the deductions above.

A. Housing

| | | | |
|---|-----------------------|------------------------------------|-----------------------|
| | Cost Per Month | | Cost Per Month |
| 1 st Mortgage | \$ | 2 nd Mortgage | \$ |
| Insurance (Home/Rental) & Property Taxes (not included in mortgage payment) | | Condo/Homeowner's/Maintenance Fees | |
| Rent | | Other - _____ | |
| Total | | | \$ |
| Housing | | | |

B. Utilities and Miscellaneous Housing Services

| | | | |
|--|-----------------------|---|-----------------------|
| | Cost Per Month | | Cost Per Month |
| Gas & Electricity | \$ | Water, Sewer, Trash Removal | \$ |
| Telephone (local, long distance, cellular & pager) | | Property Care (Lawn, snow removal, cleaning, security system, etc.) | |
| Internet Provider, Cable & Satellite TV | | Other - _____ | |
| Total Utilities and Miscellaneous Housing | | | \$ |
| Services | | | |

C. Food & Supplies

| | | | |
|-------------------------|-----------------------|------------|-----------------------|
| | Cost Per Month | | Cost Per Month |
| Groceries & Supplies | \$ | Dining Out | \$ |
| Total Food & | | | \$ |
| Supplies | | | |

D. Health Care Costs (Co-pays, Premiums, etc.)

| | Cost Per Month | | Cost Per Month |
|------------------------------------|----------------|--------------------------|----------------|
| Doctor & Vision Care | \$ | Dentist and Orthodontist | \$ |
| Medicine & RX Drugs | | Therapist | |
| Premiums (if not paid by employer) | | Other - _____ | |
| Total Health Care | | | \$ |

E. Transportation & Recreation Vehicles (Motorcycles, Motor Homes, Boats, ATV, Snowmobiles, etc.)

| | Cost Per Month | | Cost Per Month |
|--------------------------------|----------------|---|----------------|
| Primary Vehicle Payment | \$ | Other Vehicle Payments | \$ |
| Fuel, Parking, and Maintenance | | Insurance & Registration/Tax Payments (yearly amount(s) ÷ 12) | |
| Bus & Commuter Fees | | Other - _____ | |
| Total | | | \$ |
| Transportation | | | |

F. Children's Expenses and Activities

| | Cost Per Month | | Cost Per Month |
|---|----------------|--|----------------|
| Clothing & Shoes | \$ | Child Care | \$ |
| Extraordinary Expenses i.e. Special Needs, etc. | | Misc. Expenses, i.e. Tutor, Books, Activities, Fees, Lunch, etc. | |
| Tuition | | Other - _____ | |
| Total Children's Expenses and Activities | | | \$ |

G. Education for you - Please identify status: ☐ Full-time student ☐ Part-time student

| | Cost Per Month | | Cost Per Month |
|--------------------------------------|----------------|---------------|----------------|
| Tuition, Books, Supplies, Fees, etc. | | Other - _____ | |
| Total | | | \$ |
| Education | | | |

H. Maintenance (Spousal/Partner Support) & Child Support (that you pay)

| | Cost Per Month | | Cost Per Month |
|--|----------------|---------------------------------------|----------------|
| Maintenance | | Child Support | |
| <input type="checkbox"/> This family | \$ | <input type="checkbox"/> This family | \$ |
| <input type="checkbox"/> Other family | | <input type="checkbox"/> Other family | |
| Total Maintenance and Child Support | | | \$ |

I. Miscellaneous (Please list on-going expenses not covered in the sections above)

| | Cost Per Month | | Cost Per Month |
|--------------------------|----------------|--|----------------|
| Recreation/Entertainment | \$ | Personal Care (Hair, Nail, Clothing, etc.) | \$ |
| Legal/Accounting Fees | | Subscriptions (Newspapers, Magazines, etc.) | |
| Charity/Worship | | Movie & Video Rentals | |
| Vacation/Travel/Hobbies | | Investments (Not part of payroll deductions) | |
| Membership/Clubs | | Home Furnishings | |
| Pets/Pet Care | | Sports Events/Participation | |
| Other - _____ | | Other - _____ | |
| Other - _____ | | Other - _____ | |
| Other - _____ | | Other - _____ | |
| Other - _____ | | Other - _____ | |

| | | |
|--|----------------------------|-----------|
| | Total Miscellaneous | \$ |
|--|----------------------------|-----------|

| | | |
|-----------|--|-----------|
| I) | Total Monthly Expenses (Totals from A – | \$ |
|-----------|--|-----------|

4. Debts (unsecured)

List unsecured debts such as credit cards, store charge accounts, loans from family members, back taxes owed to the I.R.S., etc. **Do not** list debts that are liens against your property, such as mortgages and car loans, because that payment is already listed as an expense above, and the total of the debt is shown elsewhere as a deduction from value where that asset is listed, such as under Real Estate or Motor Vehicles.

For name on account, "P" = Petitioner, "C/R" = Co-Petitioner or Respondent, "J" = Joint.

| Name of Creditor | Account Number (last 4-digits only) | P | C/R | J | Date of Balance | Balance | Minimum Monthly Payment Required | Reason for Which Debt was Incurred |
|-------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|-----------------|-----------|----------------------------------|---------------------------------------|
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | \$ | \$ | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| Unsecured Debt Balance | | | | | | \$ | \$ | →Total Minimum Monthly Payment |

SWORN FINANCIAL STATEMENT SUMMARY (INCOME/EXPENSES)

Total Income (from Page 1) \$ _____ **A**

Total Monthly Deductions (from Page 2) \$ _____ **B**

Total Monthly Net Income (A minus B) \$ _____

Total Monthly Expenses (from Page 3) \$ _____ **C**

Total Minimum Monthly Payment Required - Debts Unsecured (from Page 4) \$ _____ **D**

Total Monthly Expenses and Payments (C plus D)

\$ _____

Net Excess or Shortfall (Monthly Net Income less Monthly Expenses and Payments) (+/-) \$ _____

5. Assets

You **MUST** disclose all assets correctly. By indicating "None", you are stating affirmatively that you or the other party, do not have assets in that category. Please attach additional copies of pages 5 & 6 to identify your assets, if necessary.

If the parties are married or partners in a civil union, check under the heading Joint (J) all assets acquired during the marriage/civil union but not by gift or inheritance. Under the headings of Petitioner (P) or Co-Petitioner/Respondent (C/R), check assets owned before this marriage/civil union and assets acquired by gift or inheritance.

If the parties were NEVER married to each other or are using this form to modify child support, list all of each party's assets under the headings of Petitioner (P) or Co-Petitioner/Respondent (C/R).

"P" = Petitioner, "C/R" = Co-Petitioner or Respondent, "J" = Joint.

| A. Real Estate (Address or Property Description and Name of Creditor/ Lender) <input type="checkbox"/> None | P | C/R | J | Estimated Value as of Today Value = what you could sell it for in its current condition. | Amount Owed | Net Value/Equity (Value minus amount owed) |
|--|--------------------------|--------------------------|--------------------------|---|-------------|--|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$ | \$ | \$ |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| Total | | | | \$ | \$ | \$ |

| B. Motor Vehicles & Recreation Vehicles Including Motorcycles, ATV's, Boats, etc.) (Year, Make, Model) (Name of Creditor/Lender) <input type="checkbox"/> None | P | C/R | J | Estimated Value as of Today Value = what you could sell it for in its current condition. | Amount Owed | Net Value/Equity (Value minus amount owed) |
|---|--------------------------|--------------------------|--------------------------|---|-------------|--|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| Total | | | | \$ | \$ | \$ |

| C. Cash on Hand, Bank, Checking, Savings, or Health Accounts (Name of Bank or Financial Institution) <input type="checkbox"/> None | P | C/R | J | Type of Account | Account # (last 4-digits only) | Balance as of Today |
|---|--------------------------|--------------------------|--------------------------|-----------------|--------------------------------|---------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | \$ |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |

| | |
|--------------|----|
| Total | \$ |
|--------------|----|

| D. Life Insurance (Name of Company/Beneficiary) <input type="checkbox"/> None | P | C/R | J | Type of Policy | Face Amount of Policy | Cash Value today |
|---|--------------------------|--------------------------|--------------------------|-----------------------|------------------------------|-------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | \$ | \$ |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| Total | | | | | \$ | \$ |

| E. Furniture, Household Goods, and Other Personal Property, i.e. Jewelry, Antiques, Collectibles, Artwork, Power Tools, etc. Identify Items and report in total. <input type="checkbox"/> None | P | C/R | J | Current Possession Held by | | | Estimated Value as of Today Value = what you could sell it for in its current condition. |
|--|--------------------------|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|
| | | | | P | C/R | J | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$ |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Total | | | | | | | \$ |

| | | |
|---|--------------|----|
| F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts <input type="checkbox"/> None <input type="checkbox"/> If owned please attach JDF 1111-SS. | Total | \$ |
| G. Pension, Profit Sharing, or Retirement Funds <input type="checkbox"/> None <input type="checkbox"/> If owned please attach JDF 1111-SS. | Total | \$ |

| | | | |
|---|---|--|--|
| H. Miscellaneous Assets <input type="checkbox"/> None If you own any of the assets identified below, please check the appropriate box and attach JDF 1111-SS to report the value. | | | |
| <input type="checkbox"/> Business Interests | <input type="checkbox"/> Stock Options | <input type="checkbox"/> Money/Loans owed to you | <input type="checkbox"/> IRS Refunds due to you |
| <input type="checkbox"/> Country Club & Other Memberships | <input type="checkbox"/> Livestock, Crops, Farm Equipment | <input type="checkbox"/> Pending lawsuit or claim by you | <input type="checkbox"/> Accrued Paid Leave (sick, vacation, personal) |
| <input type="checkbox"/> Oil and Gas Rights | <input type="checkbox"/> Vacation Club Points | <input type="checkbox"/> Safety Deposit Box/Vault | <input type="checkbox"/> Trust Beneficiary |
| <input type="checkbox"/> Frequent Flyer Miles | <input type="checkbox"/> Education Accounts | <input type="checkbox"/> Health Savings Accounts | <input type="checkbox"/> Mineral and Water Rights |
| <input type="checkbox"/> Other - _____ | <input type="checkbox"/> Other - _____ | <input type="checkbox"/> Other - _____ | <input type="checkbox"/> Other - _____ |
| Total | | | \$ |

| | | |
|--|--------------|----|
| I. Separate Property <input type="checkbox"/> None <input type="checkbox"/> If owned please attach JDF 1111-SS to identify the property and to report the value. | Total | \$ |
|--|--------------|----|

| | |
|--|----|
| Total Value/Balance of All Assets (A – I) | \$ |
|--|----|

☐ By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.

☐ By checking this box, I am acknowledging that I have made a change to the original content of this form.

I understand that if the information I have provided changes or needs to be updated before a final decree or order is issued by the Court, that I have a duty to provide the correct or updated information.

I understand that if I have omitted or misstated any material information, intentionally or not, the Court will have the power to enter orders to address those matters, including the power to punish me for any statements made with the intent to defraud or mislead the Court or the other party.

VERIFICATION

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Executed on the _____ day of _____, _____, at _____
(date) (month) (year) (city or other location, and state OR country)

(printed name of Petitioner or Co-Petitioner/Respondent)

Signature of Petitioner or Co-Petitioner/Respondent

CERTIFICATE OF SERVICE

I certify that on _____ (date) a true and accurate copy of the **SWORN FINANCIAL STATEMENT** was served on the other party by:

- ☐ Hand Delivery, ☐ E-filed, ☐ Faxed to this number: _____, **or**
☐ By placing it in the United States mail, postage pre-paid, and addressed to the following:

To: _____

Your signature

| | | |
|---|--|--|
| District Court _____ County, Colorado Court Address: | | <p style="text-align: center;">▲ COURT USE ONLY ▲</p> |
| In re the Marriage of: Petitioner: and Co-Petitioner/Respondent: | | |
| Attorney or Party Without Attorney (Name and Address): Phone Number: E-mail: FAX Number: Atty. Reg. #: | | Case Number: Division Courtroom |
| SEPARATION AGREEMENT (MARRIAGE) | | |

To promote the amicable settlement of disputes among parties, parties getting a divorce (dissolution of marriage) or legal separation may enter into a written separation agreement containing provisions for maintenance (spousal support) for either party and for the disposition of property and debt. The Court must follow the separation agreement as it pertains to the parties themselves and to property, unless the Court finds the agreement unconscionable, in which case it may order the parties to submit a revised agreement.

You may use this form as a separation agreement to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include signatures.**

This is a:

- ☐ **Full Agreement** (We agree to everything and this Agreement is signed by both parties)
- ☐ **Partial Agreement** (We agree to some things and this Agreement is signed by both parties)
- ☐ **No Agreement** (Prepared by signer and mailed to the other party)

If this is a partial Agreement or the Agreement was prepared by one party, please complete and file with the Court **JDF 1129 - Pretrial Statement** to identify issues that you have not agreed on. **This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.**

Section 1: Assets

You **must** list all assets as identified on the Sworn Financial Statement (JDF 1111). If you do not own any assets within the category identified, please check the appropriate box. If you do own the asset, please identify who will have possession of the asset and who will be responsible for any obligations for the asset, if applicable.

It is important to remember that it is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institutions, insurance companies, etc. of any changes.

Petitioner ("P") throughout this Agreement means and refers to _____ (name).
Co-Petitioner/Respondent ("R" or Co-Pet./Resp.) throughout this Agreement means and refers to _____ (name.)

A. Real Estate (Check all that apply.)

- ☐ The parties do not own any Real Estate.
- ☐ The parties agree to the following terms relating to all Real Estate owned.

| Identify address | Party who will take ownership and title. | | Party who will assume all obligations. (Mortgage, Taxes, Insurance) | | |
|------------------|--|--------------------------|--|--------------------------|-------------------|
| | P | R | P | R | Both (indicate %) |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |

☐ The parties agree to sell the Real Estate. Any proceeds or monies owed following the sale will be divided to the parties as follows: Petitioner: \$ _____ or _____% and Co-Pet/Resp: \$ _____ or _____%.

☐ The parties agree to prepare documents (e.g. Quit Claim Deed) to transfer title by _____ (date).

☐ The party who will take ownership and title of the property

☐ will have _____ months from _____ (date) or

☐ will have until _____ (date) to refinance the loan and remove the other spouse from the debt.

☐ The parties agree to an equity payout.

The ☐ Petitioner ☐ Co-Pet/Resp. will pay \$ _____ to the ☐ Petitioner ☐ Co-Pet/Resp. by _____ (date).

☐ The parties have already transferred title and have notified the lender of the change in ownership per this agreement.

☐ Other:

B. Motor Vehicles and/or Recreation Vehicles (Check all that apply.)

- ☐ The parties do not own any Motor Vehicles and/or Recreation Vehicles.
- ☐ The parties agree to the following terms relating to all Motor Vehicles & Recreation Vehicles owned.

| Identify type | | | | Party who will take ownership and title. | | Party who will assume all obligations. (Loan Payment, Registration, Insurance) | | |
|---------------|------|-------|------|--|--------------------------|---|--------------------------|-------------------|
| Year | Make | Model | VIN# | P | R | P | R | Both (indicate %) |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |

- ☐ The parties agree to sign over the respective title of each vehicle by _____ (date).
- ☐ The party who will take ownership and title of the vehicles
- ☐ will have _____ months from _____ (date) or
- ☐ will have until _____ (date) to refinance the loan and remove the other spouse from the debt.
- ☐ The parties have already transferred title per this agreement.
- ☐ Other:

C. Cash on Hand, Bank, Checking, and Savings Accounts (Check all that apply.)

- ☐ The parties do not have any accounts.
- ☐ The parties agree to the following terms relating to all accounts.

| Identify Name of Bank or Financial Institution | Identify Type of Bank Account | Distribution of each account. | | |
|--|-------------------------------|-------------------------------|--------------------------|-------------------|
| | | P = 100% | R = 100% | Both (indicate %) |
| | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |

- ☐ The parties agree to divide/transfer the funds by _____ (date).
- ☐ The parties have already divided/transferred the funds per this agreement.
- ☐ Other:

D. Life Insurance (Check all that apply.)

- ☐ The parties do not have life insurance.
- ☐ The parties agree to the following terms relating to all life insurance accounts.
- ☐ Neither party will be required to carry life insurance on his/her life.
- or
- ☐ The Petitioner will carry life insurance on his/her life in the amount of \$ _____ with _____ (name of spouse) as beneficiary
- ☐ for _____ (years/months) or ☐ until _____ (specific date)
- and/or
- ☐ The Co/Petitioner/Respondent will carry life insurance on his/her life in the amount of \$ _____ with _____ (name of spouse) as beneficiary

☐ for _____ (years/months) or ☐ until _____ (specific date)

☐ Other:

E. Furniture, Household Goods, and Other Personal Property (Check all that apply.)

☐ The parties do not have any assets in this category.

☐ The parties have divided the furniture, household goods, and other personal property and are satisfied with the division.

☐ The parties agree to the following terms relating to all furniture, household goods and other personal property.

| Identify Items | P | R | Identify Items | P | R |
|----------------|--------------------------|--------------------------|----------------|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |

☐ The parties agree to divide the furniture, household goods, and other personal property by _____ (date).

☐ Other:

F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts (Check all that apply.)

☐ The parties do not have any accounts.

☐ The parties agree to the following terms relating to all accounts.

| Identify name of Stock, Bond, Mutual Fund, etc. | Distribution of Funds, Shares, etc. | | |
|---|-------------------------------------|--------------------------|-------------------|
| | P = 100% | R = 100% | Both (indicate %) |
| | <input type="checkbox"/> | <input type="checkbox"/> | P _____% R _____% |
| | <input type="checkbox"/> | <input type="checkbox"/> | P _____% R _____% |
| | <input type="checkbox"/> | <input type="checkbox"/> | P _____% R _____% |

☐ The parties agree to divide/transfer the funds by _____ (date).

☐ The parties have already divided/transferred the funds per this agreement.

☐ Other:

G. Pension, Profit Sharing or Retirement Funds (Check all that apply.)

- ☐ The parties do not have any funds.
- ☐ The parties agree to the following terms relating to all retirement accounts.

| Identify type of Pension, Profit Sharing or Retirement Fund | Distribution of Funds, Shares, etc. within the various accounts. | | |
|---|--|--------------------------|-------------------|
| | P = 100% | R = 100% | Both (indicate %) |
| | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |
| | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |
| | <input type="checkbox"/> | <input type="checkbox"/> | P ____% R ____% |

- ☐ The parties agree to divide/transfer the funds by _____ (date).
- ☐ The parties have already divided/transferred the funds per this agreement.

The ☐ Petitioner ☐ Co-Petitioner/Respondent is responsible for preparing and submitting a Qualified Domestic Relations Order (QDRO) by contacting their fund provider or an attorney by _____ (date). The cost to prepare the QDRO will be paid as follows: Petitioner: _____% and Co-Petitioner/Respondent: _____%. **Note: A QDRO is necessary in order for the division of the retirement plan to be completed. Without a QDRO, plans will not be divided regardless of the parties' agreement identified within this form.**

☐ Other:

H. Miscellaneous Assets (When completing this section, please consider items identified on the Sworn Financial Statement under "Miscellaneous Assets" and "Separate Property".)

- ☐ The parties do not have any assets in this category.
- ☐ The parties agree to the following terms relating to all miscellaneous assets listed below.

| Identify Items | P | R | Identify Items | P | R |
|----------------|--------------------------|--------------------------|----------------|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |

- ☐ The parties agree to divide the various assets listed above by _____ (date).
- ☐ The parties have already divided the various assets listed above per this agreement.
- ☐ Other:

Section 2: Debts (unsecured)

List unsecured debts such as credit cards, store charge accounts, loans from family members, back taxes owed to the I.R.S., etc. **Do not** list debts that are liens against your property, such as mortgages and car loans, because that payment is already listed above.

- ☐ The parties do not have any debt.
- ☐ The parties agree to the following terms relating to all debt and the party responsible for the debt will indemnify and hold the other party harmless.

| <u>Identify Name of Creditor</u> | <u>Date of Balance</u> | <u>Balance</u> | <u>Party Responsible for future payments.</u> | | |
|--|------------------------|----------------|---|--------------------------|-------------------|
| | | | P | R | Both (indicate %) |
| | | \$ | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | P ____ % R ____ % |
| Total debt to be assumed by Petitioner | | \$ | P ____ % | | |
| Total debt to be assumed by Co-Pet/Resp. | | \$ | R ____ % | | |

- ☐ Other:

Section 3: Taxes

☐ The parties will file a ☐ joint ☐ separate ☐ married filing separately tax return for _____ (identify tax year(s)).

☐ State and Federal refunds and/or money owed will be allocated as follows: Petitioner: _____% and Co-Petitioner/Respondent: _____%.

☐ Other:

Section 4: Maintenance (Spousal/Partner Support)

☐ Both parties acknowledge that they have reviewed the maintenance guidelines contained in §14-10-114, C.R.S.

☐ Both parties forever waive their right to receive maintenance. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.

☐ Both parties agree to the terms of the following Maintenance Agreement:

1. ☐ Petitioner ☐ Co-Petitioner/Respondent shall pay maintenance to the ☐ Petitioner ☐ Co-Petitioner/Respondent.
2. The Payments will be ☐ weekly ☐ bi-weekly ☐ twice a month ☐ monthly in the amount of \$ _____. In order for the Court to modify this provision in the future, you must select 4(b) below.
3. Payments will begin on _____ (date) and will end on _____ (date). In order for the Court to modify this provision in the future, you must select 4(b) below.
4. The parties agree on one of the following terms: (Select either a or b. DO NOT select both.)
 - a. ☐ The terms of this Maintenance Agreement are contractual in nature and shall not be modified in the future.

OR

- b. ☐ The following terms of the Maintenance Agreement are modifiable by the Court pursuant to § 14-10-122, C.R.S: (You may select one or both of the two following options.)

☐ The amount of the maintenance payments; and/or

☐ The amount of time that the maintenance shall be paid.

5. Maintenance shall be paid: (check one)

☐ To the Family Support Registry (FSR) along with child support, P. O. Box 2171, Denver, CO 80201-2171.

☐ Directly to the ☐ Petitioner ☐ Co-Petitioner/Respondent.

☐ Other:

Section 5: Other Terms

Identify below any agreements not identified in Sections 1 – 4.

Important Information - Please Read

- ♦ Change of title does not end the obligation you may have to notify the financial institution. Court approval of any provision to remove either party from a loan does not require the lender to actually release the party from the commitment.
- ♦ It is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institution, insurance companies, etc. of any changes.
- ♦ Joint debt of any kind, for example mortgage, cars, credit cards, remain joint until paid in full or refinanced. Joint credit cards should be destroyed and individual credit cards issued to each spouse to avoid future liability.

The Parties understand that if either of them refuses to execute any documents under this agreement, C.R.C.P. 70 allows the Clerk of the Court to do so. A party may also ask the Court for sanctions for the other party's refusal to follow this Order.

Please re-read this document carefully to make sure it accurately reflects your agreement. This document includes all agreed upon terms and your signature below indicates that you have read and agree with all terms identified within this agreement.

☐ By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.

☐ By checking this box, I am acknowledging that I have made a change to the original content of this form.

SIGNATURE

(printed name of Petitioner)

Signature of Petitioner

Date

Petitioner's Address

City

State

Zip Code

(Area Code) Home Telephone Number

(Area Code) Work Telephone Number

Signature of Attorney if applicable

Date

SIGNATURE

(printed name of Co-Petitioner/Respondent)

Signature of Co-Petitioner/Respondent

Date

Co-Petitioner/Respondent's Address

City

State

Zip Code

(Area Code) Home Telephone Number

(Area Code) Work Telephone Number

Signature of Attorney if applicable

Date

**IF ONLY ONE PARTY SIGNS THE SEPARATION AGREEMENT,
COMPLETE THE CERTIFICATE OF SERVICE BELOW.
CERTIFICATE OF SERVICE**

I certify that on _____ (date), a true and accurate copy of the **SEPARATION AGREEMENT (MARRIAGE)** was served on the other party by:

☐ Hand Delivery, ☐ E-filed, ☐ Faxed to this number: _____, **or**

☐ By placing it in the United States mail, postage pre-paid, and addressed to the following:

To: _____

Your signature

| | | |
|---|--|--|
| <input type="checkbox"/> District Court <input type="checkbox"/> Juvenile Court _____ County, Colorado Court Address: _____ <hr/> In re: <input type="checkbox"/> The Marriage of: <input type="checkbox"/> Parental Responsibilities concerning: _____ Petitioner: and Co-Petitioner/Respondent: _____ | | ▲ COURT USE ONLY ▲ |
| Attorney or Party Without Attorney (Name and Address): _____ Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____ | | |
| | | Case Number: _____ Division _____ Courtroom _____ |
| PARENTING PLAN | | |

You **must** submit to the Court some form of **written Parenting Plan** addressing all of the issues which are relevant to the facts of your case. The written Parenting Plan must contain provisions for the allocation of parental responsibilities including decision-making and parenting time. You may use this form as a Parenting Plan to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include signatures.**

To promote agreement among parties where the children are involved, parties may jointly create a written Parenting Plan. If you do not enter into a joint written Parenting Plan, you must each file your own written Parenting Plan. Without an agreement, the Court **must** enter its own plan which may be a plan filed by one of the parties or may be entirely different. Whether the Court approves your plan or enters its own, the Parenting Plan will become a Court Order.

This is a:

- ☐ **Full Joint Parenting Plan** (we agree to everything and the plan is signed by both parties.)
☐ **Partial Joint Parenting Plan** (we agree to some things and the plan is signed by both parties.)
☐ **Parenting Plan prepared by one party** (no agreement).

If this is a partial joint Parenting Plan or a Parenting Plan prepared by one party, please complete and file with the Court **JDF 1129 - Pretrial Statement** to identify issues that you have not agreed on. **This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.**

The Petitioner is the child(ren)'s:

☐ **Father** ☐ **Mother** ☐ **Other Party** (state relationship to child(ren)) _____

The Co-Petitioner/Respondent is the child(ren)'s:

☐ **Father** ☐ **Mother** ☐ **Other Party** (state relationship to child(ren)) _____

The child(ren) are:

| Full Name of Child | Present Address | Sex | Date of Birth |
|--------------------|-----------------|-----|---------------|
| | | | |
| | | | |
| | | | |
| | | | |

Section A: Allocation of Parental Responsibilities (Decision-making)

1. The parties understand that day-to-day decisions such as minor training or correction, minor medical and dental care, curfew, chores, allowance, clothing, hygiene, etc. will be made by the party who has the child(ren) at the time such decisions are necessary.
2. Each party will inform the other party of any changes with their address and/or phone numbers in advance.
3. Both parties will provide the names, addresses, and telephone numbers of all medical, dental, and mental health care providers. Either party may authorize emergency care, but if possible both parties agree to contact the other party first.
4. Unless otherwise ordered by the Court for good cause shown, state law provides that both parties have access to the records of the child(ren) including school, medical, dental, and mental health records, pursuant to §14-10-123.8, C.R.S.
5. For purposes of school attendance only, the child(ren)'s residence will be with the:
☐Mother ☐Father ☐Other Party

We have identified below whether the major decisions (Education, Medical/Dental Mental Health, and Religious) will be joint or will be made by one party. If major decision will be made by someone other than one of the parents, check the "Other Party" column. **Note:** The Other Party must be named in the case as the Petitioner, Co-Petitioner/Respondent or an Intervenor to be included in this Parenting Plan.

| Type of Major Decision-Making | Joint | Mother | Father | Other Party |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Educational, if needed specify: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Medical/Dental/Mental Health, if needed specify: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Religious, if needed specify: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Extracurricular and Recreational Activities, if needed specify: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (please identify): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (please identify): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (please identify): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other (please identify): | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section B: Allocation of Parental Responsibilities (Parenting Time)

Parties are encouraged to create a Parenting Plan that meets the needs of the child(ren) and individual needs of their family. If you have any unique issues, please identify them under “other” or provide an attachment to this Parenting Plan. If a party fails to comply with a provision of this plan, child support is not affected, unless the Child Support Order is modified and then only with respect to future payments of child support.

1. Weekday and Weekend Schedule during the School Year

The child(ren) will be in the care of the Mother. List the days of the week and times.

The child(ren) will be in the care of the Father. List the days of the week and times.

☐ The child(ren) will be in the care of _____ (name of Other Party).

Note: This party must be named in the case as the Petitioner, Co-Petitioner/Respondent or an Intervenor to be included in this Parenting Plan. Do not list babysitters and day care providers as the Other Party. List the days of the week and times.

Transportation and drop-off/pick-up arrangements will be as follows:

2. Summer Schedule

☐ The weekday and weekend schedule above will apply for all 12 calendar months with no specific changes during the summer.

or

☐ During the summer months, the child(ren) will be in the care of the Mother. List the days of the weeks and times.

☐ During the summer months, the child(ren) will be in the care of the Father. List the days of the weeks and times.

☐ The child(ren) will be in the care of _____ (name of Other Party).

Note: This party must be named in the case as the Petitioner, Co-Petitioner/Respondent or an Intervenor to be included in this Parenting Plan. Do not list babysitters and day care providers as the Other Party. List the days of the week and times.

Transportation and drop-off/pick-up arrangements will be as follows:

3. Holidays and Special Occasions

The following schedule will take priority over the schedules in **Sections 1 and 2**. Please check all that apply, place the name of the party with whom the children will be spending the holiday in the appropriate box (odd/even/all years), and indicate the time and place of exchange. Identify any unique situations under "Other". If a box is not checked, the regular parenting time schedule will apply to that holiday event.

| Event | Odd years | Even years | All Years | Time & Place of exchange |
|---|-----------|------------|-----------|--------------------------|
| <input type="checkbox"/> Spring Break | | | | |
| <input type="checkbox"/> Easter | | | | |
| <input type="checkbox"/> Mother's Day/Weekend | | | | |
| <input type="checkbox"/> Memorial Day/Weekend | | | | |
| <input type="checkbox"/> Father's Day/Weekend | | | | |
| <input type="checkbox"/> July 4 th | | | | |
| <input type="checkbox"/> Labor Day/Weekend | | | | |
| <input type="checkbox"/> Halloween | | | | |
| <input type="checkbox"/> Thanksgiving Day/Break | | | | |
| <input type="checkbox"/> Christmas Eve | | | | |
| <input type="checkbox"/> Christmas Day | | | | |
| <input type="checkbox"/> Week 1 of Winter Break | | | | |
| <input type="checkbox"/> Week 2 of Winter Break | | | | |
| <input type="checkbox"/> Children's Birthdays | | | | |
| <input type="checkbox"/> Other (Identify) | | | | |
| <input type="checkbox"/> Other (Identify) | | | | |
| <input type="checkbox"/> Other (Identify) | | | | |

☐ Other parenting time arrangements:

4. Number of Overnights: Based upon the foregoing schedule(s), Mother will have ____ total overnights per year and Father will have ____ total overnights per year. **Note: These two numbers must equal 365.**

5. Telephone Access

☐ Each party may have reasonable telephone contact with the child(ren) during the child(ren)'s normal waking hours.

☐ Other:

6. Travel and Vacation Plans

☐ The parties agree that should either of them require out-of-state or any type of overnight travel with the child(ren), each party will inform the other party of such travel and vacation plans, including notice and contact information.

☐ Other:

Section C: Relocation

Relocation refers to moving the child(ren)'s residence so that the geographic ties between the child(ren) and the other party are substantially changed requiring a modification of allocation of parental responsibilities (decision-making and parenting time).

The parties understand that after the Decree or Final Order is issued, if a party wants to relocate, he/she must file a Motion with the Court, pursuant to §14-10-129, C.R.S. and obtain court permission to relocate, **unless** the parties have submitted to the Court a written agreement/stipulation (with verified signatures of all parties) allowing one of the parties to relocate with the minor child(ren) together with a new proposed parenting plan which addresses how the parties intend to address all the parenting issues given the fact that one of the parties is now relocating with the minor child(ren).

☐ Neither the Mother or Father have current plans to relocate with the child(ren).

The ☐ Mother ☐ Father ☐ Other Party is planning to relocate with the child(ren) to _____ (city)
_____ (state) on _____ (date) and we have agreed to the following terms:

Section D: Financial Obligations for the Benefit of the Child(ren)

1. **Child Support** (all child support agreements **must** be reviewed by the Court to see if the agreement complies with the child support guidelines):

a. Child Support Calculation

☐ Child Support shall be paid per a previously issued Administrative or Court Order in _____ (DHS number or case number) issued on _____ (date) in _____ (County).

or

☐ The amount of child support agreed to by the parties **is based** upon the attached Child Support Worksheet which reflects an amount of child support of \$_____ per month.

or

☐ The amount of child support agreed to by the parties **is not based** upon the attached Child Support Worksheet which reflects an amount of child support of \$_____ per month. Please identify the agreed upon amount and the reasons why you agree to deviate from the amount identified in the Child Support Worksheet. **(The Court must approve any deviation from the guideline amount and will do so only for compelling reasons if this amount is lower than the guideline amount.)**

b. Child Support Agreement

The ☐ Mother ☐ Father shall pay child support to the ☐ Mother ☐ Father ☐ Other Party in the sum of \$_____ per month beginning on _____ (date).

Child support payments shall be paid: (check one)

- ☐ To the Family Support Registry (FSR), P. O. Box 2171, Denver, CO 80201-2171.
☐ Directly to the ☐ Mother ☐ Father ☐ Other Party

Child support payments shall be paid: (check one)

- ☐ weekly ☐ bi-weekly ☐ twice a month ☐ monthly ☐ Other: _____ and will be paid on the _____ day of the ☐ week ☐ month.

It is the responsibility of the Obligee (the person receiving the payment) to complete the appropriate forms to activate an income assignment, pursuant to §14-14-111.5(3)(a)(II), C.R.S. Please see JDF 1801 - Instructions, if applicable.

2. Medical, Dental, Vision, and Mental Health Insurance and Extraordinary/Out-of Pocket Medical Expenses

☐ Mother shall provide ☐ medical ☐ dental ☐ vision ☐ mental health insurance for the child(ren). If not all children, please identify the names of the children who will be receiving insurance:

and/or

☐ Father shall provide ☐ medical ☐ dental ☐ vision ☐ mental health insurance for the child(ren). If not all children, please identify the names of the children who will be receiving insurance:

and/or

☐ _____ (name of party) shall provide ☐ medical ☐ dental ☐ vision ☐ mental health insurance for the child(ren). If not all children, please identify the names of the children who will be receiving insurance:

☐ Extraordinary Medical Expenses are defined as uninsured expenses, including co-payments and deductible amounts in excess of \$250.00 per child per calendar year. The parties agree that extraordinary medical, dental, vision, or mental health expenses for the child(ren) shall be divided with the Mother paying _____ %, the Father paying _____ %, and the Other Party paying _____ %.

☐ Other:

A "Notice to Employer to Deduct for Health Insurance" (JDF 1809) can be completed by the Obligee (person receiving) and served upon the Obligor (person paying) and Obligor's employer.

3. Extraordinary Expenses (Private schools, school/sport/extracurricular activities, etc.)

You may use this section to document any agreements made between the parties that are not required by law to be addressed such as private schools, extracurricular and recreational activities, automobile access or insurance, or any other agreements affecting the general welfare of the child(ren). **Note: Agreements made under this provision, if approved by the Court and made a part of the Decree or Order, become enforceable by the Court.**

☐ The parties agree to the following:

4. OPTIONAL - Post-Secondary Expenses (college, trade school, etc.)

You may use this section to document any agreements made between the parties that are not required by law to be addressed.

Post-secondary education expenses **cannot** be ordered by the Court without an agreement. If you agree that they should be paid by the parties, please indicate the terms of the agreement below.

NOTE: Agreements made under this provision, if approved by the Court and made a part of the Decree or Final Order, become enforceable by the Court.

☐ Post-secondary education expenses for the child(ren) shall be divided with the Mother paying _____% and Father paying _____% of every expense checked below. Post-secondary expenses include the following:

☐ Tuition (indicate any restrictions or maximum monetary amounts)

☐ Room and Board

☐ Books

☐ Fees

☐ Travel

☐ Other: _____

Section E: Child Tax Exemption

Only one party may claim a deduction for each child on his/her income tax return. Both parties agree to prepare appropriate IRS forms, for example, Form 8332 "Release of Claim to Exemption for Child of Divorced or Separated Parents" IRS link to forms: <http://www.irs.gov/formspubs/index.html>

Note:

- If there is no agreement, the dependency exemption will be divided in accordance with §14-10-115(12), C.R.S. These rights shall be allocated between the parties in proportion to their contributions to the costs of raising their children.
- A party shall not be entitled to claim a child as a dependent, if he or she has not paid all court-ordered child support for that tax year or if claiming the child as a dependent would not result in any tax benefit pursuant to §14-10-115(12), C.R.S.

"M" = Mother "F" = Father "O" = Other party

| Full Name of Child | Deduction to be claimed every year by: | | | Deduction to be claimed during odd years | | | Deduction to be claimed during even years | | |
|--------------------|--|----------------------------|----------------------------|--|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O |
| | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O |
| | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O |
| | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O | <input type="checkbox"/> M | <input type="checkbox"/> F | <input type="checkbox"/> O |

☐ Other: _____

Section F: Other Terms

☐ If the parties cannot reach an agreement in the future on any issues involving the child(ren), they agree to enter into ☐ mediation ☐ arbitration ☐ parenting coordinator ☐ decision-maker at their own cost.

☐ The parties will exchange financial information on an annual basis, for example, income, verification of insurance and its costs.

☐ Identify below any issues or agreements not already identified in this agreement.

Minor changes may be made at any time if both parties agree to the changes. A written agreement to modify child support, the primary caretaking party, or other substantial changes to the parenting plan should be filed with the Court along with a proposed order for the Court to approve the modification.

Please re-read this document carefully to make sure it accurately reflects your entire agreement. Items agreed upon outside of this document may not be enforceable.

☐ By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.

☐ By checking this box, I am acknowledging that I have made a change to the original content of this form.

Signature

(printed name of Petitioner)

Signature of Petitioner

Date

Petitioner's Address

City

State

Zip Code

(Area Code) Home Telephone Number

(Area Code) Work Telephone Number

Signature of Attorney if applicable

Date

Signature

(printed name of Co-Petitioner/Respondent)

Signature of Co-Petitioner/Respondent

Date

Co-Petitioner/Respondent's Address

City

State

Zip Code

(Area Code) Home Telephone Number

(Area Code) Work Telephone Number

Signature of Attorney if applicable

Date

IF ONLY ONE PARTY SIGNS THE PARENTING PLAN, COMPLETE THE CERTIFICATE OF SERVICE BELOW.

I certify that on _____ (date) a true and accurate copy of the **PARENTING PLAN** was served on the other party(ies) by:

☐ Hand Delivery, ☐ E-filed, ☐ Faxed to this number: _____, **or**

☐ by placing it in the United States mail, postage pre-paid, and addressed to the following (include name and address):

To: _____

To: _____

Your signature

| | |
|--|--|
| <input type="checkbox"/> District Court <input type="checkbox"/> Denver Juvenile Court _____ County, Colorado Court Address: _____ <hr/> In re: <input type="checkbox"/> The Marriage of: <input type="checkbox"/> The Civil Union of: <input type="checkbox"/> Parental Responsibilities concerning: _____ <hr/> Petitioner: and Co-Petitioner/Respondent: _____ | <div style="text-align: center; margin-top: 100px;">▲ COURT USE ONLY ▲</div> <hr/> Case Number: _____ <hr/> <div style="display: flex; justify-content: space-between;"> Division _____ Courtroom _____ </div> |
| SUPPORT ORDER | |

Petitioner: _____ Date of Birth: _____

Mailing Address: _____

Residential Address: _____

Name of Employer: _____

Employer Address: _____

Co-Petitioner/Respondent: _____ Date of Birth: _____

Mailing Address: _____

Residential Address: _____

Name of Employer: _____

Employer Address: _____

The following are the minor children who are the subject of this Order:

| Full Name of Child | Sex | Date of Birth |
|--------------------|-----|---------------|
| | | |
| | | |
| | | |
| | | |

The Court Orders the ☐ Petitioner ☐ Co-Petitioner/Respondent to pay ☐ child support and/or ☐ maintenance (spousal/partner support) to _____ (name of party).

- a. Payments shall be paid ☐ weekly ☐ bi-weekly ☐ twice a month ☐ monthly ☐ other: _____.
- b. The first payment is due on _____ (date).
- c. Total arrears owed as of _____ (date) for Child Support \$ _____ and/or Maintenance (spousal/partner support) \$ _____.
- d. Total retroactive support as of _____ (date) that accrued prior to the entry of a support order for the time period of _____ to _____ shall be \$ _____.
- e. Emancipation occurs when the last or only child reaches the age of 19; unless the child is still in high school, in which case support continues until the end of the month following graduation; or until the child(ren) otherwise emancipate as may be determined by the Court. Child support may be changed or amended upon motion of a party when any of the children reach 19.

The total monthly obligation is as follows: \$ _____ Current Child Support

\$ _____ Current Maintenance (spousal/partner support)
\$ _____ Payment toward Arrears (child support)
\$ _____ Payment toward Arrears (maintenance)
\$ _____ Payment toward Retroactive Support

For a total monthly payment of \$ _____

☐ Upon payment in full of the Retroactive Support and/or Arrears, the monthly payment is reduced to \$ _____.

☐ The Court orders the immediate activation of an income assignment against the Obligor, pursuant to §14-14-111.5, C.R.S.

☐ The income assignment must be paid through the Family Support Registry, pursuant to §26-13-114(6)(a), C.R.S.

or

☐ This Order is not subject to the immediate activation of an income assignment because either:

☐ Both parties have entered into a written agreement that provides for an alternative arrangement. If a payment is missed, or late, an income assignment shall immediately be activated pursuant to §14-14-111.5, C.R.S.

☐ The Court finds there is good cause not to require the immediate activation of an income assignment because:

☐ The Court orders the ☐ Petitioner or ☐ Co-Petitioner/Respondent, or ☐ Either party to secure and maintain ☐ medical or ☐ medical and dental and/or ☐ other: _____ insurance coverage for the child(ren), when it is provided by his/her employer or acquired individually, at a reasonable cost as defined in §14-10-115(10), C.R.S. Each party shall cooperate and exchange information necessary to provide insurance benefits for the child(ren). If not all children, please identify the names of the children that this party will be providing insurance for: _____

☐ The Court finds ☐ medical or ☐ medical and dental insurance is not currently available to either party at a reasonable cost and does not order either party to provide coverage for the children at this time, but does order the parties to provide coverage when it becomes available at a reasonable cost.

Payments shall continue until further Order of the Court. Payments shall be:

☐ Mailed to the Family Support Registry or ☐ Mailed directly to the appropriate party.
P. O. Box 2171
Denver, CO 80201-2171

Date: _____

☐ Judge ☐ Magistrate

| | |
|--|--|
| <input type="checkbox"/> District Court <input type="checkbox"/> Denver Juvenile Court _____ County, Colorado Court Address: _____ In re: <input type="checkbox"/> The Marriage of: <input type="checkbox"/> The Civil Union of: <input type="checkbox"/> Parental Responsibilities concerning: _____ Petitioner/Plaintiff(s): _____ and Co-Petitioner/Respondent/Defendant(s): _____ | ▲ COURT USE ONLY ▲ |
| Attorney or Party Without Attorney (Name and Address): _____ Phone Number: _____ E-mail: _____ FAX Number: _____ Atty. Reg. #: _____ | Case Number: _____ Division _____ Courtroom _____ |
| CERTIFICATE OF MEDIATION/ADR COMPLIANCE (CADR) | |

The ☐ Mediator/ ☐ Petitioner / ☐ Co-Petitioner / ☐ Respondent respectfully submits the following report on the status of the mediation held on _____ (date) with _____ (Mediator's name/Mediation company). The mediation session was: ☐ ordered by the Court or ☐ attended voluntarily.

After mediation, the party submitting this report informs the Court of the following:

- ☐ Mediation occurred and agreements were **fully resolved** and signed a written agreement **(ADRF)**
- ☐ Mediation occurred and agreements were **partially resolved** and have signed a written agreement on resolved issues and unresolved issues have been identified **(ADRP)**
- ☐ Mediation occurred and **no issues were resolved (ADRN)**
- ☐ Mediation did not occur because the mediator determined that the case was inappropriate for mediation. **(ADRI)**
- ☐ Mediation occurred and **an additional mediation session** is scheduled for _____ **(CADR)**
- ☐ Mediation occurred and the parties **fully resolved** modifications on post-decree issues. **(ADRF)**
- ☐ Mediation occurred and the parties **partially resolved** modifications on post-decree issues. **(ADRP)**
- ☐ Mediation occurred and **no issues were resolved** modifications on post-decree issues. **(ADRN)**
- ☐ Other _____

THIS REPORT IS NOT A SUBSTITUTE FOR ANY REPORTS, FILINGS, OR REQUIREMENTS THAT THE COURT MAY HAVE ORDERED OR REQUESTED FROM THE PARTIES TO BE COMPLETED.

Date: _____

Signature of Party or Attorney

Signature of Mediator

CERTIFICATE OF SERVICE

I certify that on _____(date) the original was filed with the Court and a true and accurate copy of the *Certificate of Mediation/ADR Compliance* was served on the other party by ☐Hand Delivery ☐E-filed ☐Faxed to this number _____or ☐by placing it in the United States mail, postage pre-paid, and addressed to the following:

To: _____

Your Signature

| | |
|--|--|
| District Court _____ County, Colorado Court Address: _____ <hr/> In re the Marriage of: Petitioner: _____ and Co-Petitioner/Respondent: _____ | <div style="margin-bottom: 10px;">▲ COURT USE ONLY ▲</div> <hr/> Case Number: _____ Division _____ Courtroom _____ |
| DECREE OF <input type="checkbox"/> DISSOLUTION OF MARRIAGE OR <input type="checkbox"/> LEGAL SEPARATION | |

This matter was reviewed by the Court on _____ (date).

| Petitioner | <input type="checkbox"/> Co-Petitioner <input type="checkbox"/> Respondent |
|---|---|
| <input type="checkbox"/> Appeared in person | <input type="checkbox"/> Appeared in person <input type="checkbox"/> Did not appear |
| <input type="checkbox"/> Signed a Non-Appearance Affidavit | <input type="checkbox"/> Signed a Non-Appearance Affidavit |
| <input type="checkbox"/> Was represented by an attorney Attorney Name: _____ | <input type="checkbox"/> Was represented by an attorney Attorney Name: _____ |

- ☐ The Court has read the Non-Appearance Affidavit.
- ☐ The Court has considered the testimony and evidence presented.
- ☐ The Court has considered any Financial Statements filed and makes the following findings and orders:

1. The Court has jurisdiction over the parties because:

- ☐ The parties filed jointly on _____ (date).
- ☐ The Respondent _____ (name) was served with a Summons on _____ (date) in _____ (county).
- ☐ The Respondent signed a waiver of service on _____ (date).
- ☐ The Court has subject-matter jurisdiction based on publication on _____ (date).
- ☐ Other jurisdiction _____.

2. At least one party was domiciled in Colorado for more than 91 days before the Petition was filed.
3. At least 91 days have passed since the Court acquired jurisdiction over the Co-Petitioner or Respondent or since the Court acquired jurisdiction over the subject matter based on publication.
4. The marriage between the parties is irretrievably broken.
5. ☐ The Separation Agreement between the parties is found to be not unconscionable as to support, maintenance (spousal support), and division of property, and is incorporated herein.
6. ☐ All provisions in the Parenting Plan regarding the children are in the best interests of the children, including residence, allocation of parental responsibility (including decision-making responsibilities and parenting time), and any other orders necessary to effectuate the best interests of the children.
7. ☐ The name change request is not detrimental to any person.

The Court therefore orders:

- ☐ The marriage is dissolved and a Decree of Dissolution of Marriage is entered.
- ☐ A Decree of Legal Separation is entered. Either party may apply to convert this decree to a Decree of Dissolution of Marriage after 182 days has passed and the other party has been given written notice of the request.
- ☐ Each party shall perform all of the applicable provisions of the separation agreement or permanent orders.
- ☐ The Separation Agreement (Marriage) filed on _____ (date) is incorporated into this Decree.
- or
- ☐ Has been read into the record and will be reduced to writing and filed on or before _____ (date).
- ☐ The Parenting Plan (Marriage) filed on _____ (date) is incorporated into this Decree.
- or
- ☐ The Court has entered permanent orders, which will be reduced to writing and filed, on or before _____ (date).
- or
- ☐ It is in the best interests of the parties that the Court has entered a Decree, even though there are no permanent orders on this date.
- or
- ☐ Permanent orders are set forth below:

- ☐ Any Support Order entered will become part of this Decree.
- ☐ A Protection/Restraining Order was issued on _____ (date). The Protection/Restraining Order is:
- ☐ Vacated.
- ☐ Continued to _____ (date) pursuant to §13-14-106(1)(c), C.R.S.
- ☐ No changes have been made to the existing Protection/Restraining Order
- ☐ Changes have been made to the existing Protection/Restraining Order, as follows.

If the Protection Order has been modified, the party requesting the modification must serve a copy of the modified Temporary or Permanent Protection Order, as applicable, on the other party.

- ☐ The _____ is granted a restoration of the prior name _____.
- ☐ Other:

Date: _____

☐ Judge ☐ Magistrate