

Mark this box if this form contains Restricted Information.



CIRCUIT COURT FOR _____, MARYLAND
City/County

Located at _____ Case No. _____
Court Address

Plaintiff vs. Defendant
Street Address Street Address
City, State, Zip Telephone City, State, Zip Telephone

**MARITAL SETTLEMENT AGREEMENT
(Family Law Art., § 7-103(a)(8))**

MDEC counties only: If this submission contains Restricted Information (confidential by statute, rule or court order) you must file a Notice Regarding Restricted Information Pursuant to Rule 20-201.1 (form MDJ-008) with this submission, and check the Restricted Information box on this form.

NOTE: Use this form if you want a divorce and you and your spouse agree on how to settle all matters between you. Consider hiring a lawyer, especially if your spouse has a lawyer, you own a business, or there are financial obligations related to a piece of property. If either spouse has retirement benefits, a lawyer can help draft a special court order used to distribute those benefits. **This agreement is a contract and you may be giving up important rights by signing it.** Visit mdcourts.gov/divorce.

We, _____ and _____, were married on _____
Plaintiff's name Defendant's name
_____ in _____
Date of marriage City/State/Country where married

We agree to divorce and have resolved all marital issues as follows:

1. Alimony (check all that apply):

- Neither spouse is seeking alimony/spousal support. *(skip to 2)*
- We have reached an agreement on alimony/spousal support as follows:

_____ agrees to pay _____
Name of spouse Name of spouse
\$ _____ per month beginning _____ as alimony.
Amount Month

We also agree that (check one):

- alimony/spousal support is limited to a time period of _____.
- alimony is to continue for an unlimited number of years.
- We agree that alimony ends does not end if the alimony recipient remarries or either party dies.
- We agree that the court can cannot change alimony if there is a material change in circumstances.
- We understand that the court may modify terms regarding alimony unless we indicate above that the terms cannot be modified.**

2. Marital Property

NOTE: How property is defined is important in divorce cases. Marital property includes all assets acquired during the marriage (including any separation) regardless of how it is titled or who paid for it. It does not include property acquired by inheritance or gift from a third party, property acquired before your marriage, property excluded by a valid agreement, or property directly traceable to any of these sources. Division of real estate, business, and retirement assets such as pensions can get complicated. There is no court form for dividing or dealing with these types of assets, survivor annuities, or death benefits. Consider speaking to a lawyer. Visit mdcourts.gov/divorce to see a video [How the Court Divides Jointly-Owned Property](#).

Check one:

- We have not acquired any marital property.
- We distributed our marital property to our satisfaction.
- We have agreed on how to distribute our marital property as follows: *(Explain how all marital property will be distributed. Attach additional sheets if needed.)*

- We understand and accept that the terms in this agreement regarding marital property are final and can never be changed by a court.**

3. Custody and Child Support (Check all that apply):

- We have no children under the age of 18 together.
- We have a child or children under the age of 18 together. See attached Parenting Plan (a custody agreement we believe is in the best interest of our child(ren)), a Child Support Guidelines Worksheet and/or an Order for Child Support.
- We have an adult child or children together who is/are not able to support themselves due to a disability. See attached plan for their care and support.
- We understand that terms regarding our children may be modified.**

- 4. We understand and accept that the terms in this agreement regarding marital property are final and can never be changed by a court. We understand that terms regarding our children may be modified. We understand that terms regarding alimony may be modified unless we say that they may not.
- 5. We request that this agreement be incorporated, but not merged, into a Judgment of Absolute Divorce. This means our agreement will become part of our final divorce order.

Case No. _____

NOTE: You have the right to consult with a lawyer to review this document before you sign it. If you choose not to, that will NOT be a reason to invalidate this agreement.

We understand all parts of this agreement and enter into it freely and voluntarily. This agreement represents a fair resolution of all issues in our marriage.

Date

Signature of the Plaintiff

Address

Printed Name

City, State, Zip

Telephone Number

E-mail

Fax

Date

Signature of the Defendant

Address

Printed Name

City, State, Zip

Telephone Number

E-mail

Fax