



Yurok Tribal Court

Yurok Tribal Court PO Box 1027 / 230 Klamath Blvd. Klamath, CA 95548 (707) 482-1350 phone (707) 482-0105 fax	Court File Number: _____ Case Type: <u>FAMILY CODE</u>
Petitioner, _____ v. _____ Respondent	PROPERTY SETTLEMENT AGREEMENT - ATTACHMENT Dissolution of Marriage Legal Separation Amended Petition

We, _____, hereinafter referred to as “Petitioner”, and _____, hereinafter referred to as “Respondent”, enter into the following agreement to settle any property from our marriage.

We were married on (date) _____, and separated on _____. Our marriage has broken down due to irreconcilable differences, and we have agreed to live separate and apart. This agreement was made by the Petitioner and Respondent to settle in entirety what is owed and expected from the other in regards to our property. Should there be any children of this marriage, that custody and parenting time will be handled in a separate case and is not impacted by the agreements made herein.

Each of us declares that we have made a full, complete, and accurate disclosure to each other of all financial matters affecting this agreement. Each agrees to complete and sign any further documents necessary to complete this agreement and the elements contained therein.

Each of us understands that we can and have had the opportunity to be advised and consulted by an attorney of our choosing regarding our legal rights in this matter. Each of us understands that the staff of the Yurok Legal Access Center cannot give legal advice and we have had the opportunity to seek advice from outside attorneys.

This agreement becomes effective upon acceptance and incorporation by Court Order in the above-entitled action as it is intended to be a final disposition of the property matters addressed herein.

A. HOUSE/HOMESTEAD

The parties agree that _____ ☐ Petitioner ☐ Respondent shall have the right to retain the home located at _____ in _____ (city), _____ (state). The party retaining the homestead agrees to pay all of the expenses associated with living in the home from the date of separation forward, including but not limited to the mortgage payments, taxes, insurance, utility bills, and maintenance costs.



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B. VEHICLES: Automobiles/Recreational Vehicles/Boats/Trailers

The parties agree that the following list of automobiles, recreational vehicles, boats, and/or trailers are distributed according to the chart below. Each party will execute any documents required to effectuate these changes to records of ownership, titles, and/or insurance associated with this distribution. Each party confirmed of ownership will effectuate a change in the insurance documentation associated with the vehicles and will hold the other harmless as to all costs and liabilities associated with those vehicles.

VEHICLE	OWNERSHIP ASSIGNED TO:

C. PERSONAL PROPERTY (clothing, household items, furniture, décor, etc.)

The parties agree that any personal property will be assigned as follows and that such property will be the sole and separate property of the party to which it is assigned.

PROPERTY	OWNERSHIP ASSIGNED TO:

D. DEBTS (credit cards, loans, medical debt, misc. debt)

The parties agree to the following division of debt. The party to which the debt is assigned agrees to be fully financially responsible for payments due on the debt and will not hold the other party responsible for any portion of the debt.

DEBT	PARTY RESPONSIBLE FOR DEBT:



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E. RETIREMENT ACCOUNTS/PENSIONS

The parties agree to waive any rights that each may have in the pension of the other. All other retirement accounts now individually held shall remain the separate property of the party in whose name the asset is currently held.

F. SPOUSAL SUPPORT

Each of us waives any right or claim to spousal support now and for all time.

G. ATTESTATION

The parties attest that the foregoing agreements are agreed upon as of the day of signature below.

DATE: _____

Petitioner's Signature

DATE: _____

Respondent's Signature