

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:

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

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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:

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**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.

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

Institution	Current Name(s) on Account	Type of Account
<hr/>	<hr/>	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: <hr/>
<hr/>	<hr/>	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: <hr/>
<hr/>	<hr/>	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: <hr/>

3.  Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> 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:

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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
<hr/>	<hr/>
<hr/>	<hr/>

3.  Defendant/Petitioner 2 shall receive the following:

Name of Business	Ownership Interest
<hr/>	<hr/>
<hr/>	<hr/>

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:

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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):

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

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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):

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**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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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:

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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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

Creditor	Balance	Current Name on Account
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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:

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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)

**COURT OF COMMON PLEAS  
COUNTY, OHIO**

Plaintiff/Petitioner 1 \_\_\_\_\_

v./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 amounts. Do not leave any category blank. Write "none" where appropriate. 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 INCOME AND EXPENSES**

Affidavit of \_\_\_\_\_  
(Print Your Name)

Date of marriage \_\_\_\_\_ Date of separation \_\_\_\_\_

**SECTION I - INCOME**

	Your Name	Spouse's Name
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employer	_____	_____
Payroll address	_____	_____
Payroll city, state, zip	_____	_____
Scheduled paychecks per year	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52

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

	Your Name	Spouse's Name
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**

	Your Name	Spouse's Name
Base yearly income	\$ _____	\$ _____
Average yearly overtime, commissions and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____
Unemployment compensation	\$ _____	\$ _____
Disability benefits		
<input type="checkbox"/> Workers' Compensation		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Retirement benefits		
<input type="checkbox"/> Social Security		
<input type="checkbox"/> Other: _____	\$ _____	\$ _____
Spousal support received	\$ _____	\$ _____
Interest and dividend income (source)		
_____	\$ _____	\$ _____
Other income (type and source)		
_____	\$ _____	\$ _____
<b>TOTAL YEARLY INCOME</b>	\$ _____	\$ _____
Supplemental Security Income (SSI) or public assistance	\$ _____	\$ _____
Court-ordered child support that you receive for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____



**SECTION II – CHILDREN AND HOUSEHOLD RESIDENTS**

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

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

In addition to the above children there is/are in your household:

\_\_\_\_\_ adult(s)  
 \_\_\_\_\_ other minor and/or dependent child(ren).

**SECTION III – EXPENSES**

List monthly expenses below for your present household.

**A. MONTHLY HOUSING EXPENSES**

Rent or first mortgage (including taxes and insurance)	\$	_____
Real estate taxes (if not included above)	\$	_____
Real estate/homeowner's insurance (if not included above)	\$	_____
Second mortgage/equity line of credit	\$	_____
Utilities		
o Electric	\$	_____
o Gas, fuel oil, propane	\$	_____
o Water and sewer	\$	_____
o Telephone	\$	_____
o Trash collection	\$	_____
o Cable/satellite television	\$	_____
Cleaning, maintenance, repair	\$	_____
Lawn service, snow removal	\$	_____
Other:	\$	_____
	\$	_____
<b>TOTAL MONTHLY :</b>		<b>\$ _____</b>

**B. OTHER MONTHLY LIVING EXPENSES**

Food		
o Groceries (including food, paper, cleaning products, toiletries, other)	\$	_____
o Restaurant	\$	_____
Transportation		
o Vehicle loans, leases	\$	_____
o Vehicle maintenance (oil, repair, license)	\$	_____
o Gasoline	\$	_____
o Parking, public transportation	\$	_____
Clothing		
o Clothes (other than children's)	\$	_____
o Dry cleaning, laundry	\$	_____
Personal grooming		
o Hair, nail care	\$	_____
o Other	\$	_____
Cell phone	\$	_____
Internet (if not included elsewhere)	\$	_____
Other	\$	_____
	<b>TOTAL MONTHLY</b>	\$ _____

**C. MONTHLY CHILD-RELATED EXPENSES**  
(for children of the marriage or relationship)

Work/education-related child care	\$	_____
Other child care	\$	_____
Unusual parenting time travel	\$	_____
Special and unusual needs of child(ren) (not included elsewhere)	\$	_____
Clothing	\$	_____
School supplies	\$	_____
Child(ren)'s allowances	\$	_____
Extracurricular activities, lessons	\$	_____
School lunches	\$	_____
Other	\$	_____
	<b>TOTAL MONTHLY</b>	\$ _____

D. INSURANCE PREMIUMS

Life	\$	_____
Auto	\$	_____
Health	\$	_____
Disability	\$	_____
Renters/personal property (if not included in part A above)	\$	_____
Other _____	\$	_____
<b>TOTAL MONTHLY</b>	<b>\$</b>	_____

E. MONTHLY EDUCATION EXPENSES

Tuition	\$	_____
o Self	\$	_____
o Child(ren)	\$	_____
Books, fees, other	\$	_____
College loan repayment	\$	_____
Other _____	\$	_____
<b>TOTAL MONTHLY:</b>	<b>\$</b>	_____

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

Physicians	\$	_____
Dentists	\$	_____
Optometrists/opticians	\$	_____
Prescriptions	\$	_____
Other _____	\$	_____
<b>TOTAL MONTHLY:</b>	<b>\$</b>	_____

G. MISCELLANEOUS MONTHLY EXPENSES

Extraordinary obligations for other minor/handicapped child(ren) (not stepchildren)	\$	_____
Child support for children who were not born of this marriage or relationship and were not adopted of this marriage	\$	_____
Spousal support paid to former spouse(s)	\$	_____
Subscriptions, books	\$	_____
Entertainment	\$	_____



**OATH**

(Do not sign until notary is present.)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

**COURT OF COMMON PLEAS**  
 \_\_\_\_\_ COUNTY, OHIO

Plaintiff/Petitioner 1		Case No. _____
v./and		Judge _____
Respondent/Petitioner 2		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. 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**

Affidavit of \_\_\_\_\_  
 (Print Your Name)

**I. REAL ESTATE INTERESTS**

<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity (as of date)</u>
1. _____	\$ _____	<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____	\$ _____
2. _____	\$ _____	<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____	\$ _____
<b>TOTAL SECTION I: REAL ESTATE INTERESTS</b>				\$ _____

**II. OTHER ASSETS**

Category	Description (List who has possession)	Titled To	Value/Date of Value
<b>A. Vehicles and Other Certificate of Title Property</b>	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.)	<input type="checkbox"/> Your Name	\$ _____
		<input type="checkbox"/> Spouse's Name	_____
		<input type="checkbox"/> Both	_____
		<input type="checkbox"/> Your Name	\$ _____
		<input type="checkbox"/> Spouse's Name	_____
		<input type="checkbox"/> Both	_____
1.	_____	<input type="checkbox"/> Your Name	\$ _____
2.	_____	<input type="checkbox"/> Spouse's Name	_____
3.	_____	<input type="checkbox"/> Both	_____
4.	_____	<input type="checkbox"/> Your Name	\$ _____
5.	_____	<input type="checkbox"/> Spouse's Name	_____
6.	_____	<input type="checkbox"/> Both	_____
<b>B. Financial Accounts</b>	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)	<input type="checkbox"/> Your Name	\$ _____
		<input type="checkbox"/> Spouse's Name	_____
		<input type="checkbox"/> Both	_____
		<input type="checkbox"/> Your Name	\$ _____
		<input type="checkbox"/> Spouse's Name	_____
		<input type="checkbox"/> Both	_____
1.	_____	<input type="checkbox"/> Your Name	\$ _____
2.	_____	<input type="checkbox"/> Spouse's Name	_____
3.	_____	<input type="checkbox"/> Both	_____
4.	_____	<input type="checkbox"/> Your Name	\$ _____
<input type="checkbox"/> Spouse's Name	_____		
<input type="checkbox"/> Both	_____		

<u>Category</u>	<u>Description</u> (List who has possession) (Include profit-sharing, IRAs, 401k plans, etc.; Describe each type of plan)	<u>Titled To</u>	<u>Value/Date of Value</u>
-----------------	---	------------------	----------------------------

**C. Pensions & Retirement plans**

1.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
3.		<input checked="" type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____

**D. Publicly Held Stocks, Bonds, Securities, & Mutual Funds**

1.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
3.		<input checked="" type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
4.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____

<u>Category</u>	<u>Description</u> (List who has possession) (Type of ownership and number)	<u>Titled To</u>	<u>Value/Date of Value</u>
-----------------	---	------------------	----------------------------

**E. Closely Held Stocks & Other Business Interests and Name of Company**

1.		<input checked="" type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____
2.		<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Both	\$ _____



**F. Life Insurance Type  
(Term/Whole Life)**

(Any cash value or loans)

(Insured party  
& value upon death)

1.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		
2.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		
3.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		
4.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		

Category

Description

Who Has Possession

Value/Date of Value

**G. Furniture & Appliances**

(Estimate value of those in your possession and value of those in your spouse's possession)

1.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		
2.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		
3.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		
4.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		

**H. Safe Deposit Box**

(Give location and describe contents)

Titled To

1.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		
2.			<input type="checkbox"/>	Your Name	\$	
			<input type="checkbox"/>	Spouse's Name		
			<input type="checkbox"/>	Both		

**I. Transfer of Assets**

**Explanation:** List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12

months and the reason for each transfer.

1.		<input type="checkbox"/>	Your Name	\$	
		<input type="checkbox"/>	Spouse's Name		
		<input type="checkbox"/>	Both		
		<input type="checkbox"/>	Your Name	\$	
		<input type="checkbox"/>	Spouse's Name		
2.		<input type="checkbox"/>	Both		
		<input type="checkbox"/>	Your Name	\$	
		<input type="checkbox"/>	Spouse's Name		
3.		<input type="checkbox"/>	Both		
		<input type="checkbox"/>	Your Name	\$	
		<input type="checkbox"/>	Spouse's Name		
4.		<input type="checkbox"/>	Both		

Category

Description  
(Also list who has possession)

Titled To

Value/Date of Value

**J. All Other Assets Not Listed Above**

**Explanation: List any item you have not listed above that is considered an asset.**

1.		<input type="checkbox"/>	Your Name	\$	
		<input type="checkbox"/>	Spouse's Name		
		<input type="checkbox"/>	Both		
		<input type="checkbox"/>	Your Name	\$	
		<input type="checkbox"/>	Spouse's Name		
2.		<input type="checkbox"/>	Both		

**TOTAL SECTION II: OTHER ASSETS** \$                     

**III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances**

If you are making any claims in any of the categories below, explain the nature and amount of your claim. This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.

	<u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation)	<u>Description</u>	<u>Why do you claim this as a separate property?</u>	<u>Present Fair Market Value</u>
1.				\$ <u>                    </u>
2.				\$ <u>                    </u>
3.				\$ <u>                    </u>
4.				\$ <u>                    </u>
5.				\$ <u>                    </u>

**TOTAL SECTION III: SEPARATE PROPERTY CLAIMS** \$

**IV. DEBT**

List ALL OF YOUR DEBTS, the debts of your spouse, 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.

<u>Type</u>	<u>Name of Creditor/Purpose of Debt</u>	<u>Account Name</u>	<u>Name(s) on Account</u>	<u>Total Debt Due</u>	<u>Monthly Payment</u>
<b>A. Secured Debt (Mortgages, Car, etc.)</b>					
1.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
2.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
3.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
4.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
5.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
<b>B. Unsecured Debt, including credit cards</b>					
1.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
2.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
3.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$
4.			<input type="checkbox"/> Your Name <input type="checkbox"/> Spouse's Name <input type="checkbox"/> Joint	\$	\$

Spouse's Name

Joint

Your Name

Spouse's Name

Joint

\$

\$

5.

TOTAL SECTION IV: DEBT \$

V. BANKRUPTCY

Filed by:

Your Name

Spouse's Name

Both

Date of Filing:  
Case Number

Date of Discharge  
or Relief from Stay

Type of Case  
(Ch. 7, 11, 12, 13)

Current Monthly  
Payments

1.  Your Name

Spouse's Name

Both

\$

2.  Your Name

Spouse's Name

Both

\$

TOTAL SECTION V: BANKRUPTCY \$

OATH

(Do Not Sign Until Notary is Present)

I, (print name) \_\_\_\_\_ swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

COURT OF COMMON PLEAS  
COUNTY, OHIO

\_\_\_\_\_  
Plaintiff/Petitioner 1

v./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 disclose health insurance coverage that is available for children. It is also used to determine child support. It must be filed if there are minor children of the relationship. If more space is needed, add additional pages.

HEALTH INSURANCE AFFIDAVIT

Affidavit of \_\_\_\_\_

(Print Your Name)

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Spouse's Name

Are your child(ren) currently enrolled in a low-income government-assisted health care program (Healthy Start/Medicaid)?

Yes  No

Yes  No

Are you enrolled in an individual (non-group or COBRA) health insurance plan?

Yes  No

Yes  No

Are you enrolled in a health insurance plan through a group (employer or other organization)?

Yes  No

Yes  No

If you are not enrolled, do you have health insurance available through a group (employer or other organization)?

Yes  No

Yes  No

Does the available insurance cover primary care services within 30 miles of the child(ren)'s home?

Yes  No

Yes  No

\_\_\_\_\_ Your Name

\_\_\_\_\_ Spouse's Name

Under the available insurance, what would be the annual premium for a plan covering you and the child(ren) of this relationship (not including a spouse)?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Under the available insurance, what would be the annual premium for a plan covering you alone (not including children or spouse)?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

If you are enrolled in a health insurance plan through a group (employer or other organization) or individual insurance plan, which of the following people is/are covered:

Yourself?

Yes  No

Yes  No

Your spouse?

Yes  No

Yes  No

Minor child(ren) of this relationship?

Yes  No

Yes  No

Number \_\_\_\_\_

Number \_\_\_\_\_

Other individuals?

Yes  No

Yes  No

Number \_\_\_\_\_

Number \_\_\_\_\_

Name of group (employer or organization) that provides health insurance

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone number

\_\_\_\_\_

\_\_\_\_\_

**OATH**

(Do not sign until notary is present.)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS

Division  
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No. \_\_\_\_\_

Street Address

Judge \_\_\_\_\_

City, State and Zip Code

Plaintiff/Petitioner

Magistrate \_\_\_\_\_

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner

Instructions: This form is used when you want to request documents to be served on the other party. You must indicate the requested method of service by marking the appropriate box.

REQUEST FOR SERVICE

TO THE CLERK OF COURT:

Please serve the following documents on the following parties as I have indicated below:

\_\_\_\_\_

- Defendant/Petitioner at the address shown above.
- Certified Mail, Return Receipt Requested
- Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service
- Other (specify) \_\_\_\_\_

- Plaintiff/Petitioner at the address shown above.  
 Certified Mail, Return Receipt Requested  
 Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service  
 Other (specify) \_\_\_\_\_

- \_\_\_\_\_ County Child Support Enforcement Agency (provide address below):  
\_\_\_\_\_  
 Certified Mail, Return Receipt Requested  
 Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service  
 Other (specify) \_\_\_\_\_

- Other (address): \_\_\_\_\_  
 Certified Mail, Return Receipt Requested  
 Issuance to Sheriff of \_\_\_\_\_ County, Ohio for  Personal or  Residence service  
 Other (specify) \_\_\_\_\_

SPECIAL INSTRUCTIONS TO SHERIFF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Your Signature



COURT OF COMMON PLEAS

\_\_\_\_\_ COUNTY, OHIO

\_\_\_\_\_  
Plaintiff

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

v.

Magistrate \_\_\_\_\_

\_\_\_\_\_  
Defendant

**Instructions:** Check local court rules to determine when this form must be filed. This form is used to request temporary orders in your divorce or legal separation case. After a party serves a Motion and Affidavit, the other party has 14 days to file a Counter Affidavit and serve it on the party who filed the motion. If more space is needed, add additional pages.

MOTION AND AFFIDAVIT OR  COUNTER AFFIDAVIT  
FOR TEMPORARY ORDERS  
WITHOUT ORAL HEARING

Check one box below to show whether you are filing a (1) Motion and Affidavit or (2) Counter Affidavit.

(1) Motion and Affidavit

(Print Your Name) \_\_\_\_\_ files this Motion and Affidavit under Rule 75(N) of the Ohio Rules of Civil Procedure to request the temporary orders checked here.

- Check only those that apply.
- \_\_\_\_\_ Residential parenting rights (custody)
  - \_\_\_\_\_ Parenting time (visitation)
  - \_\_\_\_\_ Child support
  - \_\_\_\_\_ Spousal support (alimony)
  - \_\_\_\_\_ Payment of debts and/or expenses

THE OTHER PARTY HAS 14 DAYS FROM THE DATE ON WHICH THIS MOTION IS SERVED TO FILE A COUNTER AFFIDAVIT AND SERVE IT UPON THE PARTY WHO FILED THE MOTION. (See below.)

(2) Counter Affidavit

(Print Your Name) \_\_\_\_\_ files this Counter Affidavit in response to a Motion and Affidavit.

Complete the following information, whether filing Motion and Affidavit or Counter Affidavit. Check all that apply.

1.  My spouse and I are living separately.  
 Date of separation is \_\_\_\_\_
- My spouse and I are living together.
- We have no minor children. (Skip to number 5.)
- There are minor child(ren) who are adopted or born of this marriage.  
 (List children here.)

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

- In addition to the above children there is/are in my household:  
 \_\_\_\_\_ adult(s)  
 \_\_\_\_\_ other minor and/or dependent child(ren).

2. My child(ren) attend(s) school in:
- My school district
- The other parent's school district
- Open enrollment
- Other (Explain.) \_\_\_\_\_
- All children do not attend school in the same district. (Explain.) \_\_\_\_\_

3.  I request to be named the temporary residential parent and legal custodian of the child(ren).  
 (Specify child(ren) if request is not for all children.) \_\_\_\_\_
- I do not object to my spouse being named the temporary residential parent of the child(ren).
- I request the following parenting time order:
- The Court's standard parenting order (See county's local rules of court.)
- A specific parenting time order as follows: \_\_\_\_\_

I have reached an agreement regarding parenting time with my spouse as follows:

---

---

I request that my spouse's parenting time (visitation) be supervised. (Explain--supervised parenting time order will NOT be granted if the reasons are not explained.)

---

---

Name of an appropriate supervisor \_\_\_\_\_

4.  A court or agency has made a child support order concerning the child(ren).

Name of Court/Agency \_\_\_\_\_

Date of Order \_\_\_\_\_

SETS No. \_\_\_\_\_

5. I request the Court to order my spouse to pay:

- \$ \_\_\_\_\_ child support per month
- \$ \_\_\_\_\_ spousal support per month
- \$ \_\_\_\_\_ attorney fees, expert fees, court costs
- The following debts and/or expenses:

---

---

Other

---

---

6.  I am willing to attend mediation.  
 I am not willing to attend mediation.  
 I request the following court services. (See local rules of court for available services.)

---

---

State specific reasons why court services are required.

---

---

**OATH**

(Do not sign until notary is present.)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document 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

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**NOTICE OF HEARING**

(Check with local court for scheduling procedure.)

You are hereby given notice that this motion for temporary orders will be heard upon affidavits only, and without oral testimony, before Judge/Magistrate \_\_\_\_\_, Hearing Room \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ floor.

**CERTIFICATE OF SERVICE**

Check the boxes that apply.

I delivered a copy of my:  Motion and Affidavit or  Counter Affidavit

On: (Date) \_\_\_\_\_, 20\_\_\_\_

To: (Print name of other party's attorney or, if there is no attorney, print name of the party.) \_\_\_\_\_

At: (Print address or fax number.) \_\_\_\_\_

- By:  U.S. Mail  
 Fax  
 Messenger  
 Clerk of courts (if address is unknown)

\_\_\_\_\_  
Your Signature