Person Filing:	
Address (if not protected):	
City, State, Zip Code:	
Telephone:	
Email Address:	
ATLAS Number:	
Representing [] Self or [] Attorney for	
Lawyer's Bar Number:	
Respondent's Name or Lawyer's Name:	
Address (if not protected):	
City, State, Zip Code:	
Telephone:	
Email Address:	
ATLAS Number:	
Representing [] Self or [] Attorney for	
Lawyer's Bar Number:	
SUPERIOR C	COURT OF ARIZONA
IN MOI	HAVE COUNTY
	Case Number:
Name of Petitioner	
	CONSENT DECREE OF
	[] DISSOLUTION OF MARRIAGE
<u></u>	(DIVORCE)
Name of Respondent	[] LEGAL SEPARATION in a Non-
	Covenant Marriage
	[] with [] without minor children

THE COURT FINDS:

1. This case has come before this court for a final Decree of Dissolution of Marriage or Legal Separation. The Court has taken all testimony needed to enter a Decree, or the Court has determined testimony is not needed to enter the Decree. This Consent Decree states the terms of the Parties' agreement.

Case Number:	

- 2. This Court has jurisdiction over the parties under the law.
- 3. This Court has jurisdiction under A.R.S. § 25-1031 over the child(ren), if any, in this matter.
- 4. Where it has the legal power and where it is applicable to the facts of this case, this Court has considered, approved, and made orders relating to issues of spousal maintenance (alimony), the division of property and/or debts, legal decision-making, parenting time, and support of any minor children.
- 5. The Parties agree to proceed by consent.
- 6. The provisions of this Decree are fair and reasonable under the circumstances and in the best interests of the minor children, if any, and the division of property and debt is fair and equitable.
- 7. At least 60 days have passed between the time Respondent was served and the time the Parties filed for this Decree.
- 8. Arizona Residency: The requirements of A.R.S. § 25-312 for dissolution of marriage, or A.R.S. § 25-313 for legal separation have been met: If this is an action for legal separation, at the time this action was filed, Petitioner and/or Respondent was domiciled in Arizona or was stationed in Arizona while a member of the United States Armed Forces. If this is an action for dissolution of marriage (divorce), Petitioner and/or Respondent was domiciled or stationed in Arizona for more than 90 days.
- 9. Conciliation Court. The provisions relating to the Conciliation Court either do not apply or have been met.
- 10. Pregnancy and Paternity:

[] Petitioner is not pregnant.
[] Petitioner is pregnant and Respondent [] is [] is not a parent of the child.
[] Respondent is not pregnant.
[] Respondent is pregnant and Petitioner [] is [] is not a parent of the child.

- 11. Irretrievably Broken or Separate and Apart. The marriage is irretrievably broken or the parties desire to live separate and apart.
- 12. Covenant Marriage. This is a non-covenant marriage.

13.	Protective Orders: Following is the effect, if any, of this Consent Decree on any existing protective orders:
14.	Community Property and Debt: (Select one.)
	[] The parties did not acquire any community property or debt during the marriage,
	OR
	[] The parties have agreed to a division of community property and/or debt as evidenced by their signatures on "Exhibit A" attached to and incorporated into this Decree. All community property and debt is divided pursuant to this Decree.
15.	Separate Property and Debt:
	[] The parties did not acquire any separate property or debt during the marriage, OR
	[] There IS an agreement as to division of separate property and debt; all separate property and debt is divided pursuant to this Decree.
16.	Spousal Maintenance/Support: (Select one.)
	[] Neither party is entitled to an award of Spousal Maintenance/Support, OR
	[] A party is entitled to an award of Spousal Maintenance/Support for the reason that:
	[] Petitioner, OR [] Respondent
	[] Lacks sufficient property, including property apportioned to the spouse, to provide for that spouse's reasonable needs.
	[] Lacks earning ability in the labor market that is adequate to be self-sufficient.
	[] Is the parent of a child whose age or condition is such that the parent should not be required to seek employment outside the home.
	[] Has made a significant financial or other contribution to the education, training, vocational skills, career, or earning ability of the other spouse or has significantly reduced that spouse's income or career opportunities for the benefit of the other spouse.

gaining employment adequate to be self-sufficient.

[] Had a marriage of long duration and is of an age that may preclude the possibility of

	If spousal maintenance is to be awarded, the parties further agree: (Select one.)
	[] Spousal maintenance award shall be modifiable in accordance with Arizona law,
	OR
	[] That the circumstances of their futures are unknown, but each desires that the spousal maintenance awarded by their agreement, not be modifiable in the future for any reason. The parties understand that if there is a change in their economic circumstances in the future during the term of the spousal maintenance award, neither party shall have the right to seek nor shall the court have the authority to modify the amount or duration of the award.
If	here are no minor children, check the box below and skip to "The Court Orders" section on page 7.
17.	[] There are no minor children in this marriage, therefore statements numbered 18 through 26 below do not apply.
18.	[] THIS DECREE APPLIES TO THE FOLLOWING MINOR CHILD(REN): Name Date of Birth
	[] Same information for additional children listed on attached page made part of this document by reference.
19.	PATERNITY:
	[] Petitioner and Respondent are the parents of these children born to the parties before the marriage: Name Date of Birth
20.	Parent Information Program:
	A. Petitioner [] has attended the Parent Information Program class as evidenced by the

Certificate of Completion in the court file or attached. (Rule 45(c)(4))

		OR
	В.	Petitioner [] has not attended the Parent Information Program class and shall be denied any requested relief to enforce or modify this decree until Petitioner has completed the class. Respondent [] has attended the Parent Information Program class as evidenced by the Certificate of Completion in the court file or attached. (Rule 45(c)(4))
		OR
		Respondent [] has not attended the Parent Information Program class and shall be denied any requested relief to enforce or modify this decree until Respondent has completed the class.
21.	listed Child	I Support: The court finds that Petitioner and Respondent owe a duty to support the child(ren) above. The required financial factors and any discretionary adjustment pursuant to the Arizona Support Guidelines are as set forth in the Child Support Worksheet and is attached hereto and porated herein by reference.
22.	[]	Written Approval: Title IV-D program or Temporary Assistance for Needy Families (TANF)
		If either party is receiving TANF or services from the Title IV-D program, the parties have secured (on the last page of this Consent Decree), the written approval of the Attorney General or county attorney.
23.	Dom	estic Violence:
wit	h or a	as been domestic violence between the parties and legal decision-making is to be shared warded to a parent who has committed domestic violence, check appropriate box and A.R.S. § 25-403.03)
1	A .	Domestic Violence has not occurred between the parties;
		OR
]	В.	Domestic Violence has occurred between the parties, but:
		1. [] It was mutual (committed by both parties), (see A.R.S. § 25-403.03 (D))
		OR
		2. [] It is otherwise still in the best interests of the minor child(ren) to grant joint or sole legal decision-making to a parent who has committed domestic violence because:

Drug or Alcohol Conviction within Last Twelve Months:
Diug of Alcohol Conviction within Last I weive Months.
[] Petitioner has been convicted of driving under the influence of alcohol or drugs, or was convicted of any drug offense within 12 months of filing the request for legal decision-making.
[] Respondent has been convicted of driving under the influence of alcohol or drugs, or was convicted of any drug offense within 12 months of filing the request for legal decision-making.
[] The legal decision-making and/or parenting time arrangement ordered by this Court appropriately protects the minor child(ren).
Legal Decision-making Authority for Minor Child(ren): (Check/complete only if joint legal decision-making is ordered.)
[] The legal decision-making authority order or agreement is in the best interests of the minor child(ren) for the following reasons: (List the reasons.) Reasons:
[] Provisions for legal decision-making and parenting time, if not described in this Decree, are
attached as the Parenting Plan, and incorporated into this Decree. (Rule 45(c)(3))
Supervised or No Parenting Time: (Check and complete only if supervised or no parenting time is ordered.)
[] NO Parenting Time or [] Supervised Parenting Time with [] Petitioner [] Respondent, is in the best interests of the minor child(ren), for the following reasons:

	(IF supervised) Name of supervisor:	
	The cost of supervised parenting time will be paid by the:	
	[] Petitioner,	
	[] Respondent, OR	
	[] Shared equally by the parties	
	Restrictions on parenting time (if applicable):	
TH	E COURT ORDERS:	
1.	LEGAL SEPARATION OR DISSOLUTION OF MARRIAGE ("Divorce"):	
	[] The parties are legally separated.	
	[] Marriage is dissolved: The marriage of the parties is dissolved and the parties are rest- legal status of single persons.	ored to the
2.	NAME RESTORATION: (In a divorce case if one or both parties changed their last names of the marriage, either spouse may (optionally) have his/her name legally restored to a prename.)	
	[] Petitioner's name is restored to (Put only the last name	e here.)
	[] Respondent's name is restored to (Put only the last name)	e here.)
3.	ENFORCEMENT OF TEMPORARY ORDERS:	
	[] Not applicable.	
	A. Temporary Orders:	
	[] All obligations ordered to be paid by the parties in Temporary Orders dated (fill all temporary orders here)	
	are satisfied in full.	

		Case Number:			
		OR			
		[] Judgment is awarded against the party with the obligation up to the amount due and owing as of the date of this Decree, with the highest legal interest allowed by law, for the total amount of \$			
	B.	Protective Orders: This Consent Decree has the following effect on any existing protective orders (See # 13 above):			
4.	CHIL	DREN.			
	[][Ooes not apply. There are no minor children in this marriage. (Skip to number "9" below),			
	OR				
	[] Y	Yes, there are minor children in this marriage, and the following issues apply.			
5.	PREC	GNANCY AND PATERNITY:			
	A.	Pregnancy:			
		[] A child who is common to the parties is expected to be born (date).			
		[] The orders below as to legal decision-making, parenting time, child support, and medical insurance/expenses do <u>not</u> include this child; the court reserves jurisdiction to address these issues regarding this child when the child is born.			
		Children: This Decree includes all minor children common to the parties as follows:			
		NAME(S) OF MINOR CHILD(REN) Date(s) of Birth			

	Paternity/Maternity: Minor children to whom this decree doe	es not apply: It is orde	red that:
during	etitioner, OR [] Respondent has no gethe marriage but not common to the ren common to the parties as follows:		
NAM	IE(S) OF MINOR CHILD(REN)		Date(s) of Birth
Child	expected to be born this date:		
C w ap	irth Certificate(s): for any above-name lerk of Superior Court shall forward a c hich is ordered to amend the birth cer opears on the party's Social Security ca is should appear on the children's birth of	opy of this order to the tificate(s) as follows:	e State Office of Vital Records, (List full name of the party as
1.	Add the name: (List one name only) parent on the above-named minor olisted.		
2.	Name Change: (Optional) The paternity/maternity has been establis	` /	` '
	Current Legal Name	Ne	ew Name (optional)
		· ·	

6.	LEGAL DECISION-MAKING:
	Award legal decision-making concerning the child(ren) as follows:
	[] Sole Legal Decision-making to: [] Petitioner [] Respondent
	OR
	[] Joint Legal Decision-making to both parents.
	Both Petitioner and Respondent agree to act as joint legal decision-makers of the minor children pursuant to A.R.S. § 25-403, as set forth in the Parenting Plan filed There have been no significant acts of domestic violence, as defined by Arizona law, A.R.S. § 13-3601, by either parent or it is in the best interests of the minor child(ren) to award joint legal decision-making despite any violence that occurred.
	The Court adopts the terms of the Joint Legal Decision-making Agreement/Parenting Plant describing the legal decision-making and parenting time agreement between the parties. By adopting the Joint Legal Decision-making Agreement/Parenting Plan in this Decree, the Agreement becomes part of the Decree and carries the same legal weight as the Decree.
7.	PRIMARY RESIDENCE and PARENTING TIME:
	A. Primary Residence:
	[] Neither parent's home is designated as the primary residence,
	OR
	[] Petitioner's home as primary residence for following named child(ren):
	[] Respondent's home as primary residence for following named child(ren):
	B. Subject to Parenting Time as Follows:
	[] Reasonable parenting time rights as described in the Parenting Plan attached as Exhibit B and made a part of this decree,

	OR
	[] No parenting time rights to [] Petitioner OR [] Respondent,
	OR
	[] Supervised parenting time to [] Petitioner OR [] Respondent according to the terms of the Parenting Plan attached as Exhibit B and made part of this Decree. Parenting time may only take place in the presence of another person, named below or otherwise approved by the court.
	(IF supervised) Name of supervisor:
	The cost of supervised parenting time (if applicable) shall be paid by the [] paid by Petitioner [] paid by Respondent [] shared equally by the parties. Parenting time shall be restricted as follows: (is applicable):
8.	CHILD SUPPORT: [] The Child Support Order,, is attached hereto and incorporated by reference. (date of order)
	[] Petitioner OR [] Respondent shall pay child support to the other party in the amount of \$ per month, payable the first day of the month following the date this Decree is signed by the judge until further order of the court.
9.	SPOUSAL MAINTENANCE/SUPPORT:
	A. [] Neither party shall pay spousal maintenance/support (alimony) to the other party,
	OR
	[] Petitioner OR [] Respondent is ordered to pay to the other party the sum of \$ per month in spousal maintenance/support beginning the first day of the month after this Decree is signed. Each payment shall be made by the first day of each month after that and shall continue until the receiving party is remarried or deceased or until (date)

All payments shall be made through the Support Payment Clearinghouse, PO Box 52107, Phoenix, Arizona 85072-7107 by Income Withholding Order, until all required payments have been made under this Decree. All spousal maintenance payments are governed by the applicable federal and state tax laws. It shall terminate upon the death of either party or remarriage of receiving party.

	B. In	accordance with the parties' agreements,
	[] OR	The spousal maintenance award shall be modifiable in accordance with Arizona law,
		The spousal maintenance award shall NOT be modifiable for any reason.
10.	PRO	PERTY AND DEBTS: (Select any that apply)
	A.	[] Petitioner is ordered to pay all community debts unknown to Respondent, AND
		[] Respondent is ordered to pay all community debts unknown to Petitioner, AND
		[] Each party is ordered to pay his or her community debts from the following date:
	В.	[] Each party is assigned his or her separate property and Petitioner must pay his/her separate debt, and Respondent must pay his/her separate debt.
	C.	[] Other orders and relief relating to property or debt are contained in Exhibit A, which is attached and incorporated into this Decree.
	D.	[] This Decree can be used as a transfer of title and can be recorded. Parties shall sign all documents necessary to complete all transfer of title ordered in this Decree, such as motor vehicles, houses, and financial institution accounts. The parties shall transfer all real and personal property as described in Exhibit A to the other party on or before by 5:00 p.m.

If the party required to transfer the property has not transferred the property to the party entitled to receive the property on or before the date and time listed above, the party entitled to receive the property is entitled upon application to a Writ of Assistance or Writ of Execution to be issued by the Clerk of Superior Court commanding the sheriff to put him or her in possession of the property.

Other orders and relief relating to property or debt, if any, are contained in "Exhibit A," which is attached and incorporated into this Decree.

11.	TAX RETURNS:
	[] Each party shall give the other party all necessary documentation to file all tax returns.
	For previous calendar years, pursuant to IRS rules and regulations, the parties will file:
	[] Joint federal and state income tax returns and hold each other harmless from half of all additional income taxes if any and other costs, and each will share equally in any refunds, OR
	[] Separate federal and state income tax returns, AND
	[] This calendar year and continuing thereafter, each party will file separate federa and state income tax returns.
12.	FINANCIAL INFORMATION EXCHANGES: In cases in which child support or spousar maintenance are ordered, then until such time as those would end under the orders in this Consen Decree, the parties shall exchange financial information (tax returns, spousal affidavits, earning statements and/or other related financial statements) every 24 months or as follows:
13.	QUALIFIED DOMESTIC RELATIONS ORDER (QDRO):
	[] A QDRO is not necessary;
	[] A QDRO is submitted herewith, OR
	[] A QDRO will be submitted to the Court as soon as practicable as or not later than
	(date).
	The Court shall retain jurisdiction over the subject matter of the QDRO.
14.	OTHER ORDERS: (List any other orders.)

15.	There are no further matters that remain pending before the court nder Rule 78(c) of the Arizona Rules of Family Law Procedure.
Date	Judicial Officer

SIGNATURES OF BOTH PARTIES UNDER OATH OR AFFIRMATION

By signing below, in the presence of a Deputy Clerk of Superior Court or Notary Public, I swear or affirm that everything in this document is true and correct to the best of my knowledge, information and belief, including the following:

- 1. Non-Covenant Marriage. We do not have a covenant marriage.
- 2. Right to trial is waived. I understand that by signing this Consent Decree, I am waiving my right to a trial before a judge.
- 3. No duress or coercion. Complete agreement. I am not under any force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Consent Decree. This Decree with any attachments that I have signed is our full agreement. I have not agreed to something different from what is stated in writing in the Decree.
- 4. Legal advice. I understand that even if I am representing myself without an attorney, I have the right to be represented by an attorney. I have the right to call an attorney and get legal advice before I sign this Consent Decree.
- 5. Irretrievably broken marriage. I agree that our marriage is irretrievably broken. There is no reasonable prospect of reconciliation [or we desire to live separate and apart if this is a Legal Separation case].
- 6. Division of property. The agreement about division of property and debt attached as "Exhibit A," signed by both parties and made part of this document by reference, is fair and equitable.

Signatures

Petitioner:	Respondent:		
Date:	Date:		
Signature:	Signature:		
STATE OF	STATE OF		
COUNTY OF	COUNTY OF		
Subscribed and sworn to or affirmed before (date)	Subscribed and sworn to or affirmed before me this me this: (date)		
by	by		
Notarial Officer	Notarial Officer		
(Notorial Officer's Stamp or Seal)	(Notarial Officer's Stemp or Seel)		
(Notarial Officer's Stamp or Seal)	(Notarial Officer's Stamp or Seal)		
If either party is represented by an attorney, the	he attorney must sign.		
Date	Approved by Petitioner's Attorney		
Date	Approved by Respondent's Attorney		
	ices (DCSS) is involved in your case, a representative of the		
Attorney General's Office must approve the of	child support amount and sign below.		
 Date	Signature of DCSS Representative		

EXHIBIT A: PROPERTY AND DEBTS

1.	Divis	ion of Community Property: (property acquired during the marr	iage)	
		ward each party the furniture, furnishings, artwork, collectible and related items of personally in his/her possession.	es, appliances	, cookware,
	[] C	community property is awarded to each party as follows:		
2.	List	of Community Property: (Be very specific in your description of	the property.)
			AWAR	D TO:
	[]	Household Furniture and Appliances: (Be specific.)	Petitioner	Respondent
			_ []	[]
				[]
				[]
			гэ	[]
			гэ	[]
				[]
			гэ	[]
	[]	Video: TV /DVD / DVR/ VCR, etc.: (Be specific)		
			_ []	[]
			_ []	[]
			_ []	[]
			гэ	[]
	[]	Audio: Stereo/ Radio (Household or Portable): (Be specific)		
			[]	[]
				[]
			_ []	[]
			AWAR	D TO:
			Petitioner	Respondent
	[]	Computers and Related Equipment: (Be specific)		
			_ []	[]
			_ []	[]
			[]	[]

[] Motor Vehicles: (Be specific)	
1. Year, Make, Model:	[] []
Last 4 digits of VIN #	
2. Year, Make, Model:	[] []
Last 4 digits of VIN #	
3. Year, Make, Model:	[] []
Last 4 digits of VIN #	
[] Cash, bonds of \$	[] []
[] Other:	
[] Other:	[] []
Division of Retirement, Pension, Deferred Compensation: Warning: You should see a lawyer about your retirement, pension, or the second	
plans and/or benefits. If you do not see a lawyer regarding these interest you have in these plans and/or benefits. There are a administrator must have. Only a lawyer can help you prepare these	certain documents the plan
[] Neither party has a retirement, pension, deferred compensation	n, 401K Plan and/or benefits.
OR	
[] Award each party his/her interest in any and all retirement ben deferred compensation described as:	efits, pension plans, or other
OR	
[] Each party waives and gives up his/her interest in any and all plans, or other deferred compensation of the other party:	retirement benefits, pension

3.

The legal		quoted from the DEED to the property* is:
* If you		description, you may have to come back to cour
amend th	e Decree to include the correct	legal description.
-	property ("A") described above Petitioner or [] Respondent	is awarded as the sole and separate property of:
OR		
[]	Shall be sold and the proceeds of	livided as follows:
	% or \$	
	% or \$	to Respondent
B. Real pro	operty located at (address)	
The lega	al description of this property, a	as quoted from the DEED to the property* is:
* IC		
	he Decree to include the correct	description, you may have to come back to cour t legal description.
	property ("B") described above Petitioner or [] Respondent	e is awarded as the sole and separate property of
OR		
[]	Shall be sold and the proceeds of	livided as follows:
	% or \$	
	% or \$	to Respondent

- [] Continued on attached page(s).
- 5. Division of Community Debt: (Debts incurred during the marriage) (You should see a lawyer about how to divide secured and unsecured debts.)

Community debts shall be divided as follows:

	Creditor Name	Amount Owed	Amount to be paid by Petitioner	Amount to be paid by Respondent
a.		\$	\$	\$
b.		\$	\$	\$
c.		\$	\$	\$
d.		\$	\$	\$
e.		\$	\$	\$
f.		\$	\$	\$
g.		\$	\$	\$
h.		\$	\$	\$
i.		\$	\$	\$

- [] Continued on attached page.
- 6. [] Any debts or obligations incurred by either party before the date of separation, that are not identified in the list above or attached, shall be paid by the party who incurred the debt or obligation, and that party shall indemnify and hold the other party harmless from such debts.
- 7. Separate Property: (Property acquired before the marriage or by gift or bequest to one party.)
 Property recognized as the separate property of Petitioner or Respondent, is assigned below:

Description	Value	То	То
		Petitioner	To Respondent
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]

- [] Continued on attached page.
- 8. Separate Debt: (Debt acquired before the marriage.)

Debt recognized as the separate debt of Petitioner or Respondent, is assigned below:

Creditor Name	Debt Amount	Petitioner Pays	Respondent Pays
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]
	\$	[]	[]

[] Continued on attached page.

Case Number:	

Signature of Both Parties (for Consent Decree)

This "Exhibit A" represents the agreement of the parties as to the division of property and debt. The terms of the agreement are fair and equitable and have been reached free of coercion, duress, or threat of force.

By signing below, each of us states to the court under penalty of perjury that we have read and understand this document, and that the information contained in the document is true and correct to the best of our individual knowledge and belief.

Date	Petitioner's Signature	
Date	Respondent's Signature	
If either party is represented by an att	orney, the attorney(s) must sign:	
Date	Petitioner's Attorney	
Date	Respondent's Attorney	