

**INSTRUCTIONS FOR FILING FOR TERMINATION OF MARRIAGE BY DISSOLUTION
WITH MINOR CHILDREN**

You must print clearly or type the information that you fill out for each case. If the forms are not completely filled out, the Court will not accept the forms for filing. If you do not know an answer, you must state “unknown”. Once the clerk has given your case a case number, you will use that case number in all documents that are filed in this case.

The filing fees for court costs for a Dissolution are \$ 350. The above filing fees are deposits for court costs. Court costs in your case may be more or less than the deposit. The Court will decide who pays the court costs at the end of the case.

If you do not have funds to pay the filing fee, you must complete the “Motion to File without Payment of Costs” papers, **Court Form 1**, which must be signed in front of a notary and then notarized by the notary public, and the Court will then determine whether you qualify to have the filing fee waived. It is possible that you will still have to pay the court costs, in whole or part, at the end of the hearing.

Child Custody Affidavit Form - Court Form 6 In all cases where there are minor children, unless this form is completed, YOUR CASE WILL NOT BE SET FOR HEARING. This form is required by law to be completed and submitted to the court at the time that the complaint for divorce, the petition for dissolution or the motion for change of custody is filed. All questions must be answered. When you list where the child has lived for the last five years, please start with the most recent address and work backwards. Answer all questions. This form must be signed in front of a notary public who will notarize this before it is filed with the court.

IV-D Application – In all cases where there are minor children and child support will be ordered and/or health insurance will be provided, the person receiving the child support or health insurance must sign and complete the IV-D application.

Petition for Dissolution of Marriage At the time you file the Petition for Dissolution, you must have completed the following:

1. The Petition for Dissolution of Marriage, signed by both parties;
2. The Classification form, **Court form 2**;
3. The Affidavit of Income and Expenses, which must be signed in front of a notary and then notarized by the notary public, **Court form 4**;
4. The Health Insurance Information Worksheet **Court form 5**
5. The Child Custody Affidavit, which must be signed in front of a notary and then notarized by the notary public. **Court form 6**;
6. A completed Separation Agreement;
7. Completed IV-D application signed by the party receiving child support or insurance

You must provide the Clerk of Courts the original and five copies of all the above at the time you file the Petition for Dissolution.

IN THE COMMON PLEAS COURT OF SENECA COUNTY
DOMESTIC RELATIONS DIVISION

Case No. _____

DOB: _____
Petitioner
and

Judge _____

DOB: _____
Petitioner

**PETITION FOR DISSOLUTION
OF MARRIAGE**

This day the undersigned parties state as follows:

- Both parties/Petitioner, _____ has been a resident
State name of party who has been a resident
of the State of Ohio for six months and of Seneca County for 90 days immediately before filing this Petition.
- The parties were married at _____ (city and state)
on _____ (date) and the parties are the parents of the following minor child(ren):

DOB: _____

DOB: _____

DOB: _____

3. The parties have agreed to all matters and have signed the attached Separation Agreement, and the Separation agreement is incorporated into this Petition as if fully set forth herein. Each party is satisfied with the terms of the Separation Agreement. Each party states that the Separation Agreement is in the best interest of their minor child(ren).

4. The parties are each over eighteen years of age, competent, of sound mind and not under any mental impairment. Each party states that they each have received a copy of this Petition and voluntarily enter their appearance in this court. Each party waives service of summons in accordance with Ohio Rules of Civil Procedure.

5. Each party waives their right to be represented by counsel in this matter and advises the Court that they will be proceeding in this Dissolution of Marriage action without counsel.

6. Each party is seeking a Dissolution of their Marriage.

7. Wife states she is not pregnant.

Wherefore, the parties request the Court issue a Decree of Dissolution of Marriage incorporating the attached Separation Agreement.

Petitioner, Wife

Petitioner, Husband

(print name)

(print name)

Separation Agreement and Property Settlement with Children

This Agreement is made between _____, petitioner and _____, petitioner, who state as follows:

The parties are the parents of the following child(ren):

_____, DOB: _____
_____, DOB: _____
_____, DOB: _____.

As a result of disputes and irreconcilable differences, the parties now intend to live separate and apart. The parties desire to settle their respective rights and duties. Therefore, the parties agree that the following separation agreement is fair and equitable to each, that each has made a complete disclosure of the assets and liabilities of the parties, and agree as follows:

1. The parties shall live separate and apart for the rest of their lives.

2. The parties have divided their personal property to their mutual satisfaction. Each party is awarded the household goods and furnishings presently in his or her possession. Each party is responsible for any indebtedness owed on this property and shall hold the other harmless thereon. The parties have waived an appraisal of the property each has received and each party is satisfied that the agreed division is equitable and fair **OR** _____ shall be awarded the following property: _____

and shall hold the other party harmless as to the debt.

3. Each party shall pay the indebtedness incurred in his or her own name, and shall hold the other harmless thereon. Neither party shall incur any further indebtedness in the name of the other from this day forward. The parties agree that there are no joint debts **OR** the parties agree to pay the following joint debts (cross out one):

Husband shall pay _____
_____.

Wife shall pay _____
_____.

4. Each party shall receive all bank accounts currently held in their individual name **OR** _____ shall receive the bank accounts at _____ bank (cross out one).

5. Neither party shall pay nor receive spousal support. This is non-modifiable. **OR** _____ shall pay spousal support to _____ in the amount of \$ _____ per _____ for _____ (period of time) (cross out one).

6. The parties own no real property **OR** The parties own the following real property that is located at _____, OH. _____ shall receive this property and shall assume all liability for this property and shall hold the other harmless as to the debt and insurance for this

real property. (The legal description or a copy of your most recent deed must be attached to this Separation Agreement and marked "Attachment A") **OR**

The property located at _____ was owned by _____ prior to the parties' marriage. Petitioner, _____, makes no claim to this property. _____ shall execute a quit claim deed so as to transfer all right, title and interest in this property (The legal description or a copy of your most recent deed must be attached to this Separation Agreement and marked "Attachment A"). _____ shall pay to _____ the sum of \$ _____ on or before _____ to compensate for receiving the real property **OR** the parties agree that no money shall be paid to the other for this property.

7. Petitioner, _____ shall be awarded the _____ vehicle, VIN # _____ and _____ shall be awarded the _____ vehicle, VIN # _____. Each party shall be responsible for the indebtedness and insurance on said vehicle, and shall hold the other harmless thereon. Each party shall execute any deeds necessary to transfer title **OR** the parties own no vehicles.

8. The parties further agree that each party shall keep all pension or retirement benefits each may own. **OR** The parties have no pension or retirement benefits. **OR**

_____ shall receive \$ _____ **OR** _____% of the retirement benefits of _____ from _____ company. A QDRO shall be prepared at _____ expense to transfer these benefits. Each party shall execute any documents necessary to transfer these benefits.

9. _____ shall keep the life insurance policy that covers _____ in effect **OR** the parties own no life insurance.

10. _____ shall be named residential parent and legal custodian of the parties' child(ren) and _____ shall be the non-residential parent.

11. _____ shall have parenting time according to local rules of court **OR** as the parties have agreed: _____

_____ Holiday parenting time shall be as the parties can agree or when no agreement, local rules which are attached.

12. Commencing _____, _____ shall pay child support to _____ for the support of the parties' child(ren) in the amount of \$ _____ per month per child plus processing fees (\$ _____ per month including processing fees total). The child

support obligation shall continue as long as the minor child is attending an accredited high school on a full time basis. Child support shall not continue beyond the age of 19 unless the child is disabled. The aforementioned child support payments shall be paid to the Child Support Payment Central, P. O. Box 182372, Columbus, OH 43218-2372. A copy of the child support calculation worksheet is attached hereto. The Seneca County Child support Enforcement Agency shall prepare a Wage withholding order to _____ employer, _____ so that child support is withheld from obligor's wages.

ALL CHILD SUPPORT ORDERED BY THIS ORDER SHALL BE WITHHELD OR DEDUCTED FROM THE WAGES OR ASSETS OF THE OBLIGOR UNDER THE ORDER IN ACCORDANCE WITH SECTION 3113.21 OF THE REVISED CODE AND SHALL BE FORWARDED TO THE OBLIGEE UNDER THE ORDER IN ACCORDANCE WITH SECTION 3113.21 TO 3113.214 OF THE REVISED CODE. THE SPECIFIC WITHHOLDING OR DEDUCTION REQUIREMENTS OR OTHER APPROPRIATE REQUIREMENTS TO BE USED TO COLLECT THE SUPPORT SHALL BE SET FORTH IN AND DETERMINED BY REFERENCE TO THE NOTICES THAT ARE MAILED BY THE COURT OR CHILD SUPPORT ENFORCEMENT AGENCY IN ACCORDANCE WITH DIVISIONS (A)(2) AND (D) OF SECTION 3113.21 OF THE REVISED CODE AND SECTION 2301.371 OF THE REVISED CODE OR THE COURT ORDERS THAT ARE ISSUED AND MAILED IN ACCORDANCE WITH DIVISION (D)(6), (D)(7), OR (H) OF SECTION 3113.21 OF THE REVISED CODE AND SHALL BE DETERMINED WITHOUT THE NEED FOR ANY AMENDMENT TO THE SUPPORT ORDER. THOSE NOTICES AND COURT ORDERS, PLUS THE NOTICES PROVIDED BY THE COURT OR AGENCY THAT REQUIRE THE PERSON WHO IS REQUIRED TO PAY THE SUPPORT TO NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY OF ANY CHANGE IN HIS EMPLOYMENT STATUS OR OF ANY OTHER CHANGE IN THE STATUS OF HIS ASSETS, ARE FINAL AND ARE ENFORCEABLE BY THE COURT.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER. IF YOU ARE THE OBLIGOR UNDER THE SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTIFICATIONS, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU; IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

13. _____ shall continue to provide health insurance to cover the minor child(ren) as long as same continues to be available at the approximately the same reasonable price. Each party shall pay one-half OR Mother shall pay _____ % and Father shall pay _____% of uncovered medical expenses for the child(ren). Each party shall be provided with the insurance card, forms, etc.

14. Mother shall claim _____ as her dependent for tax purposes in _____ years. Father shall claim _____ as his dependent for tax purposes in _____ years. Each party shall cooperate and execute any documents necessary to achieve this.

15. The amount of child support, custody, the payment of arrearages, health insurance and unpaid medical expenses and the entitlement to claim the child for tax purposes are all subject to the continuing jurisdiction of this Court and may be modified upon the presentment of appropriate facts which would warrant a change.

16. Each party shall have access to school and medical records of the children.

17. Ohio is the home state of the child(ren)

18. _____ shall be restored to her prior name of _____
_____.

19. Each party hereby waives and relinquishes any and all rights that each may now or hereafter have to share as spouse in the other party's estate, or to act as the legal representative thereof. It is the intention of the parties that this provision shall serve as a mutual waiver of the right of election to take against each other's last will and testament under the present or future laws of the State of Ohio or any other jurisdiction.

20. If either party or both parties should file an action for divorce, legal Should either party file for divorce, legal separation or for dissolution of marriage in this state or elsewhere, this entire Agreement shall be disclosed and presented to the Court in such proceeding, with the request that it be adjudicated to be fair, just and proper, and this Agreement and all its terms and provisions shall then be adopted by said Court, and embodied in, and made a part of, the Order of said Court in the final Decree entered in such proceeding.

21. Each party has intelligently waived their right to counsel and that each is entering into this Agreement voluntarily and with full knowledge of the other party's income and property and full disclosure to the other party. Each party states the above agreement is fair and equitable.

22. _____

