

**INFORMATION FOR DISSOLUTION OF MARRIAGE**  
*(No Minor Children)*

**The Court always advises parties to obtain the assistance of legal counsel. A dissolution of marriage is a complicated matter. Court personnel CANNOT give you legal advise on any matter. We can provide the documents and copies of the Local Rules if requested.**

A party who wants to file a Petition for Dissolution of Marriage must file following:

- General Information Sheet for Domestic Relations Cases pursuant to Local Rule XXXIX
- Petition for Dissolution of Marriage and Waiver of Service of Summons (No minor children)
- Separation Agreement (Exhibit A)
- Waiver of Representation
- \$150.00 deposit towards court costs.

**Once the Court reviews the documents as filed, you will be notified of a hearing date (or a pre-trial status conference date if the Court has issues to review with the parties). The final hearing for a dissolution MUST be held no earlier than 30 days after filing but no later than 90 days after filing.**

## **PLEASE BE ADVISED**

THE MONROE COUNTY COURT OF COMMON PLEAS PROVIDES THE FOLLOWING INFORMATION AND FORMS FOR YOUR CONVENIENCE.

Please copy and print as needed. Copies are also available at the Monroe County Common Pleas Court and the Clerk of Courts office.

COURT PERSONNEL CANNOT PROVIDE LEGAL ASSISTANCE OR ADVICE AND THE COURT THEREFORE, HIGHLY RECOMMENDS THAT YOU SEEK LEGAL ADVICE FROM AN ATTORNEY.

LEGAL ACTIONS ARE COMPLICATED AND INVOLVE MORE THAN THE COMPLETION OF FORMS.

EACH PARTY MUST BE AWARE THAT FILING AN ACTION OR RESPONDING TO AN ACTION WITHOUT ADVICE FROM AN ATTORNEY, MAY RESULT IN NEGATIVE CONSEQUENCES THAT MAY NOT BE AMENDABLE AT A LATER TIME.

### **YOU MAY USE THE PACKET IF:**

- Both parties are in complete agreement on all issue regarding the dissolution of their marriage;
- Both parties are able to attend the final hearing;

ALL DOCUMENTS MUST BE TYPED OR CLEARLY PRINTED IN **BLUE INK**

ALL SIGNATURES **MUST** BE IN **BLUE INK**

CHECK ALL BOXES THAT APPLY

WHERE “**husband / wife**” IS LISTED, PLEASE CIRCLE THE APPROPRIATE ONE

ALL FORMS MUST BE NOTARIZED WHERE INDICATED.

IN THE COURT OF COMMON PLEAS  
MONROE COUNTY, OHIO

IN THE MATTER OF:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

Telephone: \_\_\_\_\_

-and-

**PETITION FOR DISSOLUTION**  
**OF MARRIAGE AND WAIVER**  
**OF SERVICE OF SUMMONS**  
(No Minor Children)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Petitioners.

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1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months or more and a resident of this county for at least 90 days or more immediately prior to filing this Petition.

2. Petitioners were married on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in (city) \_\_\_\_\_, (state) \_\_\_\_\_.

3. There are no children born or adopted during the marriage currently under the age of 19. The wife is not pregnant.

4. A *Separation Agreement*, agreed to and signed by both Petitioners, which provides for a division of all property, payment of all debts and spousal support, where applicable, is attached hereto and incorporated herein.

5.  The wife **does not** wish to be restored to any prior legally held name.  
 The wife **does** wish to be restored to her prior legally held name of \_\_\_\_\_.

6. Both Petitioners acknowledge that they have voluntarily entered into the attached *Separation Agreement* submitted to the Court as Exhibit A; appended to the *Petition* herein; that they are satisfied with its terms; and that they seek a Dissolution of the Marriage.

*WHEREFORE*, both Petitioners request the Court to grant a Dissolution of Marriage, incorporating the attached *Separation Agreement*.

\_\_\_\_\_  
Signature of Petitioner/Wife

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Petitioner/Husband

\_\_\_\_\_  
Date

**WAIVER OF SERVICE OF SUMMONS**

Petitioners state that they are at least eighteen (18) years of age and not under disability, and waive service of summons herein, and consent to the Court herein granting a *Decree of Dissolution of Marriage*, incorporating the *Separation Agreement*.

\_\_\_\_\_  
Signature of Petitioner/Wife

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Petitioner/Husband

\_\_\_\_\_  
Date

**SEPARATION AGREEMENT**

(No Minor Children)

**(Exhibit A)**

This *Separation Agreement* voluntarily made and entered into by Petitioner/Wife \_\_\_\_\_ hereinafter referred to as "Wife" and Petitioner/Husband \_\_\_\_\_ hereinafter referred to as "Husband", (both parties hereafter referred to as "parties") who represents the following:

1. The date and place (city, state) of the marriage of the Petitioners:

Date: \_\_\_\_\_, \_\_\_\_\_

Place of Marriage: \_\_\_\_\_, \_\_\_\_\_

2. Differences have risen between the parties and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.
3. By this agreement, the parties settle, determine and hereby provide for a division of all their property and debts, and for spousal support, where applicable.

*NOW THEREFORE*, in consideration of the foregoing and the mutual promises and agreements hereinafter set forth, the parties state and agree as follows:

***ARTICLE ONE: SEPARATION***

Each party shall hereinafter continue to live separate and apart from each other, and neither shall directly or indirectly harass, annoy, interfere, threaten, stalk, bother, attempt to harm or do bodily harm to one another, or to either party's family members at any place or time following the close of this case. Neither party shall interfere with the activities, personal life, or privacy of the other; nor shall engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

***ARTICLE TWO: DIVISION OF PROPERTY***

All property, real and personal, and wherever situated which the parties own jointly or individually, or in common with each other, shall be divided as follows:

A. REAL PROPERTY (Real Estate)

We have no real property.

The husband has real property which he owned prior to marriage and the wife is waiving her claims on his real property, now and in the future. The property is located at:

\_\_\_\_\_

The wife has real property which she owned prior to marriage and the husband is waiving his claims on her real property, now and in the future. The property is located at:  
\_\_\_\_\_.

The parties jointly own real property and agree to dispose of it as follows:  
Location and disposed of as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The **husband / wife** shall sign a Quit Claim deed conveying their interest of the described property by \_\_\_\_\_.  
(Date)

The parties jointly owe on a mortgage(s) on said property as follows:  
(List Bank(s) and mortgage amounts)

BANK NAME	MORTGAGE AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____

The parties agree to address the mortgage(s) as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The **husband / wife** shall pay the sum of \$ \_\_\_\_\_ to the **husband / wife** as a settlement of real estate. This amount shall be paid as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The **husband / wife** shall refinance the current mortgage(s) within \_\_\_\_ days to remove the name of the **husband / wife** from the obligation.

Each party shall pay for and hold the other harmless from any debt owing on the above listed real property they receive, unless otherwise stated in this agreement.

B. MOTOR VEHICLES

- There are no motor vehicles titled in either party's name.
- Husband shall receive no motor vehicle.
- Husband shall receive, free and clear of any claims of the wife, all right, title and interest in the following motor vehicles:(*list make, model and VIN #*) \_\_\_\_\_  
\_\_\_\_\_
- The title to the above mentioned vehicle(s) is in the name of \_\_\_\_\_.
- The title to this vehicle *will need* transferred into the name of the **husband**. Said transfer shall take place within \_\_\_\_\_ days.
- Wife shall receive no motor vehicle.
- Wife shall receive, free and clear of any claims of the husband, all right, title and interest in the following motor vehicles:(*list make, model and VIN #*) \_\_\_\_\_  
\_\_\_\_\_
- The title to the above mentioned vehicle(s) is in the name of \_\_\_\_\_.
- The title to this vehicle *will need* transferred into the name of the **wife**. Said transfer shall take place within \_\_\_\_\_ days.
- Each party shall pay for and hold the other harmless from any debt owing on the motor vehicle(s) they received as described above, unless otherwise stated in this agreement.

C. HOUSEHOLD GOODS AND PERSONAL PROPERTY

- We agree that our household goods and personal property are already divided and we are satisfied with the division.
- Husband shall receive the following household goods:(attach additional sheet if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Wife shall receive the following household goods:(attach additional sheet if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- See the attached list for the division of household goods and personal property.

D. BANK ACCOUNTS (checking, savings, credit union, certificate of deposit)

- We do not have any of the above listed accounts.
- We agree that our banking accounts are already divided and we are satisfied with the division.
- Husband shall receive the following account(s): *(list the type and bank name)*

\_\_\_\_\_

\_\_\_\_\_

- Wife shall receive the following account(s): *(list the type and bank name)*

\_\_\_\_\_

\_\_\_\_\_

E. STOCKS and/or BONDS

- We do not have any stocks or bonds.
- We agree that all stocks and/or bonds are already divided and we are satisfied with the division.
- Husband shall receive the following stocks/bonds: *(list type, and company name)*

\_\_\_\_\_

\_\_\_\_\_

- Wife shall receive the following stocks/bonds: *(list type, and company name)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F. PENSION/PROFIT SHARING, IRA'S/401k and/or other **RETIREMENT PLANS**

- We do not have any of the above listed assets or retirement plan(s).
- Husband shall receive the following assets and/or retirement plan(s): *(list type)*

\_\_\_\_\_

\_\_\_\_\_

- Wife shall receive the following assets and/or retirement plan(s): *(list type)*

\_\_\_\_\_

\_\_\_\_\_



G. INVESTMENTS

We do not have any investments

Husband shall receive the following investments, free and clear of any claims of the wife: *(list name)*

\_\_\_\_\_

Wife shall receive the following investments, free and clear of any claims of the husband: *(list name)*

\_\_\_\_\_

H. BUSINESS INTERESTS

We do not have any business interests

Husband shall receive the following business interests, free and clear of any claims of the wife: *(list type or name)*

\_\_\_\_\_

Wife shall receive the following business interests, free and clear of any claims of the husband: *(list type or name)*

\_\_\_\_\_

I. LIFE INSURANCE

The parties have no life insurance policies with a cash surrender value.

We agree that the cash value of all life insurance policies has already been divided.

Husband shall receive the following life insurance policy, free and clear of any claims of the wife:

\_\_\_\_\_

Wife shall receive the following life insurance policy, free and clear of any claims of the husband:

\_\_\_\_\_

J. INCOME TAX REFUNDS AND/OR LIABILITIES

- We agree that the refund from tax year \_\_\_\_\_ shall be divided equally between the parties.
- We agree to file a separate tax return for the tax year \_\_\_\_\_.
- We agree that our income tax refund(s) for the last year has been divided to our satisfaction.
- Husband shall receive the following amount from our joint refund: \$ \_\_\_\_\_
- Husband shall pay the following amount \$ \_\_\_\_\_ to \_\_\_\_\_ for taxes.
- Wife shall receive the following amount from our joint refund: \$ \_\_\_\_\_.
- Wife shall pay the following amount \$ \_\_\_\_\_ to \_\_\_\_\_ for taxes.

**ARTICLE THREE: SPOUSAL SUPPORT**

- Neither the wife nor the husband shall pay spousal support to the other party now or in the future. Each party agrees that all future rights to spousal support are being waived.
- Husband / wife** shall pay spousal support to the **husband / wife** in the amount of \$ \_\_\_\_\_ per month plus a 2% administrative fee. Said spousal support shall be payable through the Monroe County Child Support Enforcement Agency (CSEA) effective \_\_\_\_\_, 20 \_\_\_\_\_. Said spousal support shall terminate upon the happening of the earliest of the following events:
  1. After a period of \_\_\_\_\_ months or on \_\_\_\_\_, 20 \_\_\_\_\_;
  2. Death of the spouse receiving or paying spousal support;
  3. Cohabitation with another person by the spouse receiving support;
  4. Other: \_\_\_\_\_

The parties agree to the following additional matters concerning the payment of spousal support:

1. The parties agree that the Court **shall / shall not** (circle one) have continuing jurisdiction to modify spousal support.

Any payments which are not made through CSEA shall **not** be considered as payment of support. Said spousal support shall be secured by means of a support withholding or deduction notice to obligor's (person paying the support) income source:

**OBLIGOR'S INCOME SOURCE:**

Employer name: \_\_\_\_\_

Employer address: \_\_\_\_\_

\_\_\_\_\_

Other: \_\_\_\_\_

2. The obligee (person receiving the support), the **husband / wife**, agrees to immediately notify the Court in writing of remarriage.

**ARTICLE FOUR: DEBTS**

- We have no debts.
- Each party shall pay any and all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of the dissolution.
- We agree to the payment of all debts we owe as follows:

CREDITOR	PURPOSE OF LOAN	BALANCE	NAME(S) ON ACCT. (Husband , Wife, Both)	WHO WILL PAY (Husband / Wife)
1. _____	_____	\$ _____	_____	_____
2. _____	_____	\$ _____	_____	_____
3. _____	_____	\$ _____	_____	_____
4. _____	_____	\$ _____	_____	_____
5. _____	_____	\$ _____	_____	_____
6. _____	_____	\$ _____	_____	_____
7. _____	_____	\$ _____	_____	_____
8. _____	_____	\$ _____	_____	_____

- The parties shall attempt to refinance the following debts to remove the husband or the wife's name from the obligation as owed. The refinance effort shall take place within \_\_\_\_ days of the final dissolution decree.

CREDITOR	NAME ON ACCOUNT (HUSBAND / WIFE/ BOTH)	PERSON TO REFINANCE (HUSBAND / WIFE)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

*The parties herein acknowledge that in the event payment of debt or refinancing of certain items that may appear within the Separation Agreement do not or cannot take place as agreed, those certain items will still appear in each other's names respectively. In the event of default on the loan by one party, regardless of any of language contained in the Judgment Entry and Decree of Dissolution regarding debt, the creditor(s) may pursue collection activity against both parties equally and negative activity may result on credit report(s).*

**ARTICLE FIVE: NON-USE OF OTHER'S CREDIT**

Neither party shall hereinafter incur any debts or obligations upon the credit of the other. If they do, they shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

**ARTICLE SIX: NAME CHANGE**

- The wife requests that her name *not* be changed.
- The wife requests that her name be restored to a former name of \_\_\_\_\_.

**ARTICLE SEVEN: COMPLETE DISCLOSURE**

*Each party has made a full and complete disclosure of their assets and property, and neither has knowledge of any property of any kind in which the parties have any interest. In the event it is discovered that either party has failed to disclose, whether knowingly or inadvertently, an asset the value of which is greater than \$1,000.00, the other party shall be entitled to one-half (½) of its value upon written request.*

**ARTICLE EIGHT: INCORPORATION INTO DECREE**

If either the husband or the wife files an action for divorce or legal separation, or if they jointly institute proceedings for a dissolution, in this state or elsewhere, this agreement shall be presented to the court in such proceeding with the request that it be adjudicated to be fair, just, and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the court.

**ARTICLE NINE: COMPLETE AGREEMENT**

This written agreement is the complete agreement of the parties. There are no other representations, or agreements, statements, or prior written matter that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

This agreement shall inure to the benefits of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

**ARTICLE TEN: PERFORMANCE OF NECESSARY ACTS**

Upon execution of this agreement, 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 all periodic payments required under the terms of this agreement shall commence.

Within 15 days, or as otherwise specified, after journalization of a *Decree of Dissolution of Marriage* of the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all terms of this agreement.

Upon failure of either party to execute and deliver any such deed, conveyance, title, certificate, or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document and the County Auditor, County Recorder, and/or Clerk of Courts and any other public or private officials are hereby authorized and directed to accept this agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

**ARTICLE ELEVEN: ADDITIONAL MATTERS**

- There are no additional matters that we have agreed to or need to agree to.
- We agree to the following matters: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE TWELVE: COURT COSTS**

- The parties shall equally divide the court costs associated with this action for dissolution.
- The husband shall pay all courts costs associated with this action for dissolution.
- The wife shall pay all court costs associated with this action for dissolution.

***ARTICLE THIRTEEN: EQUAL DIVISION***

The parties acknowledge that each is entitled to an equal division of marital property in accordance with R.C. 3105.171, and further acknowledge that the division of marital property provided for in the agreement may not be precisely equal. Accordingly, both parties waive any right to an equal division of marital property.

***ARTICLE FOURTEEN: SEVERABILITY***

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

***ARTICLE FIFTEEN: APPLICABLE LAW***

All provisions of this agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

***ARTICLE SIXTEEN: ATTORNEY WAIVER***

The parties are aware of their rights to have an attorney represent them in this matter, hereby with full knowledge of all assets and liabilities of the marriage and of both parties own wish; the parties are waiving their right to an attorney herein and specifically request the Court to proceed with full knowledge of such waiver.

***ARTICLE SEVENTEEN: MUTUAL RELEASE***

Except as otherwise provided, the parties do 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, cause, or thing up 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 waive all rights that would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

***ARTICLE EIGHTEEN: EFFECTIVE DATE***

This Agreement shall be effective upon the date last signed by a party to the Agreement.



IN THE COURT OF COMMON PLEAS  
MONROE COUNTY, OHIO

IN THE MATTER OF:

Name: \_\_\_\_\_ Case No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

-and-

**WAIVER OF REPRESENTATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Petitioners.

**WAIVER of HUSBAND**

\_\_\_\_\_ (*Husband*), does hereby acknowledge and represent that he is not represented by counsel in this proceeding. He further acknowledges that the undersigned was given full opportunity to evaluate his need for legal representation and was advised to obtain, if so desired, his own counsel. The undersigned realizes that this document constitutes and acknowledges his waiver of right to counsel in this proceeding.

\_\_\_\_\_  
Petitioner/Husband

**Acknowledgment**

STATE OF OHIO

ss:

\_\_\_\_\_ COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

*In Testimony Whereof*, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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



**WAIVER of WIFE**

\_\_\_\_\_ (*Wife*), does hereby acknowledge and represent that she is not represented by counsel in this proceeding. She further acknowledges that the undersigned was given full opportunity to evaluate her need for legal representation and was advised to obtain, if so desired, her own counsel. The undersigned realizes that this document constitutes and acknowledges her waiver of right to counsel in this proceeding.

\_\_\_\_\_  
Petitioner/Wife

**Acknowledgment**

**STATE OF OHIO**

ss:

\_\_\_\_\_ COUNTY

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

*In Testimony Whereof*, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

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