

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
<http://www.courts.state.nh.us>

Court Name: _____

Case Name: _____

Case Number: _____
(if known)

**FINAL DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION,
OR CIVIL UNION DISSOLUTION**

This decree is (choose one):

Agreed to by Parties Proposed By _____

Ordered by the Court after hearing on _____ at which petitioner respondent appeared.

1. Type of Case: (Choose Divorce, Legal Separation or Civil Union Dissolution)

DIVORCE:

A decree of divorce is granted to the petitioner respondent parties based on:

Irreconcilable differences that have caused the irremediable breakdown of the marriage; or

Grounds stated in the petition. Cross petition, if any, is dismissed.

LEGAL SEPARATION:

A decree of legal separation is granted to petitioner respondent parties based on:

Irreconcilable differences that have caused the irremediable breakdown of the marriage; or

Grounds stated in the petition. Cross petition, if any, is dismissed.

CIVIL UNION DISSOLUTION:

A decree of civil union dissolution is granted to petitioner respondent parties based on:

Irreconcilable differences that have caused the irremediable breakdown of the civil union; or

Grounds stated in the petition. Cross petition, if any, is dismissed.

2. Parenting Plan and Uniform Support Order N/A

See attached Parenting Plan and Uniform Support Order

3. Tax Exemptions for Children N/A

The parties shall claim the minor child(ren) as dependent(s) for all income tax purposes, in the following manner:

Petitioner shall be entitled to claim _____ as tax dependent(s) in all even odd years.

Respondent shall be entitled to claim _____ as tax dependent(s) in all even odd years.

A parent may only claim a child as a dependent if that parent is current on child support for the applicable tax year.

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4. OPTIONAL: Post-Secondary Educational Expenses N/A

IMPORTANT NOTE: The court cannot order parties to pay for college or other educational expenses beyond the completion of high school unless BOTH parties agree. However, if the parties agree to contribute to these expenses by checking the boxes in Section 4, below, this agreement will become an enforceable order of the court.

The parties agree to contributions to college or other educational expenses beyond the completion of high school in the following manner:

Type of contribution (check all that apply):

Contributions to an account by Petitioner Respondent Both

(Specify the amount and frequency of contributions and account information. Also specify what will happen to the contributions in the event the child does not incur post-secondary educational expenses):

Contribution of an asset:

(Specify the account or other asset being contributed and its current balance or value. If an asset is identified specify how the asset will be used. Also specify what will happen to the contributions in the event the child does not incur post-secondary educational expenses):

Payments shall be made as post-secondary education expenses are incurred.

Payments shall be made by Petitioner Respondent Both

(Specify amount to be paid by each party or the percentage or other formula agreed upon to determine the post-secondary education expense obligation agreed to by the parties):

Select one of the following:

Both parties agree that this post-secondary educational expense agreement IS modifiable based on a substantial change in circumstances that was not foreseeable when the agreement was signed.

Both parties agree that this post-secondary education expense agreement is NOT modifiable and the specific dollar amount to be contributed by either or both parents is set forth above.

Note: Before any court hearing to modify or enforce the agreement described above, the parties shall participate in mediation.

5. Guardian ad Litem Fees N/A

See Order on Appointment of Guardian *ad Litem*

Other: _____

6. Alimony N/A

_____ shall pay the sum of \$ _____ per _____ as alimony.

This obligation shall terminate: _____

See attached Uniform Support Order.

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7. Health Insurance for Spouse N/A

The continuation of _____ employer-sponsored group medical health insurance benefits on behalf of _____ shall be governed by RSA 415:18. VII-b, COBRA, or other applicable law. The following additional provisions, if any, apply:

_____ shall maintain health insurance for the benefit of _____. This obligation shall terminate: _____

_____ shall maintain dental insurance for the benefit of _____. This obligation shall terminate: _____

_____ shall be responsible for payment of the premiums. This obligation shall terminate: _____.

Each party shall be responsible for his/her own medical and dental insurance and for paying all of his/her own unreimbursed medical, dental, optical, and other expenses not otherwise covered by insurance.

8. Life Insurance N/A

Each party is awarded any and all life insurance policies owned by that party, free and clear of any right, title, or interest of the other.

_____ shall maintain a life insurance policy in the minimum amount of \$ _____ designating _____ as trustee for the benefit of the child(ren). This obligation shall continue as long as the insured is obligated to pay support.

Other: _____

9. Motor Vehicles N/A

Each party is awarded the vehicles in his/her name or possession, free of any right, title or interest of the other.

_____ is awarded the _____ free and clear of any interest of _____

_____ is awarded the _____ free and clear of any interest of _____

Each party shall be responsible for all expenses as to his/her vehicles, including car payments, maintenance, registration and insurance.

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10. Furniture and Other Personal Property N/A

The parties have already fairly divided between themselves their household furniture, furnishings and all other tangible property (other than as specifically set forth below), and each party is awarded that property currently in his/her possession, free and clear of any interest of the other.

Petitioner is awarded the following specific items of personal property:

Respondent is awarded the following specific items of personal property:

11. Retirement Plans and Other Tax-Deferred Assets N/A

Each party is awarded any interest in any pension, retirement, 401(k), IRA, or other retirement account that s/he may have and as shown on his/her respective financial affidavits free and clear of any interest of the other.

_____ is awarded one-half of _____'s IRA and/or 401(k) as of the date of this decree.

_____ is awarded one-half of _____'s pension plan which accrued between the date of the marriage or civil union and the date of the filing of the petition for divorce, legal separation, or dissolution pursuant to the Hodgins formula. Subject to the above distribution,

_____ is awarded all other right, title, and interest in his/her pension plan, free of any further interest of _____.

A Qualified Domestic Relations Order (QDRO) shall be prepared by _____ within a reasonable period of time from the date of this decree and filed with the Court for approval.

Other:

12. Other Financial Assets N/A

The parties are awarded their respective checking and/or savings bank accounts, credit union accounts, certificates of deposits and the like, and all similar accounts as shown on their individual financial affidavits filed with the court.

Petitioner is awarded the following bank accounts, stocks, bonds, mutual funds or other intangible personal property:

Respondent is awarded the following bank accounts, stocks, bonds, mutual funds or other intangible personal property:

Other:

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13. Business Interests of the Parties N/A

_____ is awarded all right, title, and interest in the business known as _____ free of any claim or interest of the other party.
_____ shall be solely responsible for all debts of the business and shall be entitled to receive all profits from the business. _____ shall transfer all property interest and stock to _____ forthwith and shall resign as an officer or director in the business forthwith.

Other:

14. Division of Debt N/A

The parties shall each be responsible for any debt they have incurred after the date of separation, holding each other harmless of the same.

The parties' joint marital/civil union debt shall be divided as follows:
Petitioner shall assume and be solely responsible for the following marital/civil union debts and obligations incurred during the marriage/civil union:

Respondent shall assume and be solely responsible for the following marital/civil union debts and obligations incurred during the marriage/civil union:

15. Marital/Civil Union Home N/A

_____ is awarded all right, title and interest in the real estate located at: _____ free of any right, title or interest of the other party. _____ shall be responsible for the payment of the mortgage, insurance, and real estate taxes for this property and all expenses for this property.

_____ shall refinance the mortgage on the home so as to remove the other party's name from the mortgage by _____ or the home will be placed on the market and sold.

The marital/civil union home shall be sold and, upon sale, the net proceeds shall be divided equally between the parties.

Other:

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16. **Other Real Property** N/A
 The real estate located at _____ is awarded to the _____, free of any right, title or interest of the other party, but subject to any encumbrance thereon.
 Other: _____
17. **Enforceability after Death** N/A
 The terms of this decree shall be a charge against each party's estate.
18. **Signing of Documents** N/A
 Each party shall, within thirty (30) days, sign and deliver to the other party any document or paper that is needed to fulfill or accomplish the terms of this decree.
19. **Restraining Order** N/A
 _____ is restrained and enjoined from entering the home or the place of employment of the other party, and from harassing, intimidating or threatening the other party or his/her relatives or other household members.
 Other: _____
20. **Name Change (Divorce or Civil Union Dissolution Only)** N/A
 _____ may resume use of her/his former name: _____
21. **Other Requests**
 Attorney's Fees: Any party that unreasonably fails to comply with this decree or other court orders (including "Uniform Support Order") may be responsible to reimburse the other party for whatever costs, including reasonable attorney's fees, that may be incurred in order to enforce compliance.
 Tax Refunds: Any tax refund due or anticipated by the parties resulting from their having filed a joint federal and/or state income tax return for this or any prior year shall, upon receipt, be endorsed by both parties and equally distributed between them.
 Disclosure of Assets: The parties warrant that they have fully disclosed all assets within their knowledge on their respective Financial Affidavit, specifically including any pension, profit sharing or retirement account, along with reasonable estimated values of each asset. The financial information contained on each party's Financial Affidavit is accurate and complete and has been relied upon by the other party.
 Compliance With Rule 1.25-A (Family Division Only):
 The parties have fully complied with Rule 1.25-A; or
 The parties agreed to limit their document exchange under Rule 1.25-A.
 Mutual Releases: Other than as set forth in this decree or other order of this court (including "Uniform Support Order") each party releases and agrees to defend, indemnify and hold the other harmless from any and all claims of any nature whatsoever arising out of the marriage (including any claim for alimony).

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Obligations: Unless specifically mentioned in this decree, each party shall be solely responsible for any bills, obligations or other indebtedness that he or she has charged or incurred before or during the marriage or civil union.

Change in Address or Employment: Each party shall promptly notify the other of any change in his/her address or telephone number, and of any material change in employment as long as there are any continuing obligations under this decree. "Material change" will include availability of medical, dental or life insurance and any substantial increase or decrease in earnings or other income.

Waiver of Attendance: Both parties waive attendance at a final hearing.

Miscellaneous:

I/we believe that this is a fair and reasonable resolution of all the issues related to our marriage or civil union. I/we request that the Court approve this decree and incorporate all of its terms and conditions as part of the Decree of Divorce, Decree of Legal Separation, or Decree of Civil Union Dissolution.

Date

Signature of Petitioner

Date

Signature of Attorney/Witness for Petitioner

Date

Signature of Respondent

Date

Signature of Attorney/Witness for Respondent

I state that on this date I provided a copy of this document to _____ (other party) or to _____ (other party's attorney) by: Hand-delivery OR US Mail OR

E-mail (E-mail only by prior agreement of the parties based on Circuit Court Administrative Order).

Date

Signature

Recommended:

Date

Signature of Marital Master

Printed Name of Marital Master

So Ordered:

I hereby certify that I have read the recommendation(s) and agree that, to the extent the marital master/judicial referee/hearing officer has made factual findings, she/he has applied the correct legal standard to the facts determined by the marital master/judicial referee/hearing officer.

Date

Signature of Judge

Printed Name of Judge