

Civil Action File No. _____

Vs.)
)
	Plaintiff,
)
)
	Defendant.

DOMESTIC MEDIATION AGREEMENT
Augusta Judicial Circuit ADR Program

A mediation session was held this _____ day of _____, 20____, and the parties have agreed to the following:

- ___ There are **no** minor children at issue in this case.
- ___ There **are** minor children at issue in this case:
- ___ Parenting Plan attached
- ___ Child Support Worksheet(s) attached
- ___ Child Support Agreement (Addendum) attached

This case is a Legitimation
 Contempt
 Modification
 Divorce
 Restore Maiden Name to: _____
 Other (Please define) _____

This agreement was mediated at _____
This Agreement is a settlement document for purposes of resolution of this domestic matter.

Plt. Initials _____

Def. Initials _____

_____ vs. _____ CAFN: _____
Plaintiff Defendant

Matters NOT Concerning Minor Children

MARITAL HOUSE

___ There is not a marital house at issue in this case.

___ There is a marital house located at: _____.
The approximate fair market value is \$_____, with an outstanding mortgage (held by _____) of \$_____. The approximate equity in the above-referenced property is \$_____, before real estate commissions and other sale-related expenses. The parties agree to the following:

OTHER REAL ESTATE

There is no other real estate at issue in this case.

___ There is other real estate at issue in this case. The parties agree as follows:

FURNISHINGS AND PERSONAL PROPERTY

___ The parties' household furnishings and personal property have already been divided to their satisfaction. Furnishings and personal property in the possession of each party shall be the exclusive property of the possessor.

___ Furnishings and personal property will be divided in accordance with the attached sheet. The process for the pick up or delivery of that property is also defined in the attachment.

___ Some or all division of furnishings and personal property will be reserved for the court's determination.

Plt. Initials_____

Def. Initials_____

_____ vs. _____ CAFN: _____
Plaintiff Defendant

VEHICLES

Vehicle #1:
Make _____ Model _____ Year _____

_____ will keep this vehicle and will be fully responsible for any outstanding loan or lease payments, insurance, repairs, taxes, registration fees, and all other expenses related to the ownership or operation of the vehicle.

Vehicle #2:
Make _____ Model _____ Year _____

_____ will keep this vehicle and will be fully responsible for any outstanding loan or lease payments, insurance, repairs, taxes, registration fees, and all other expenses related to the ownership or operation of the vehicle.

Other Vehicles:

DEBTS

There is no jointly held marital debt to be considered as part of this case. Each party will keep all debt currently held in his or her name.
Division of debt will occur as defined in the attachment labeled_____
Division of debt will occur as follows:

RETIREMENT ASSETS

There are no retirement assets to be considered as part of this case.
Each party will retain all retirement assets currently held in his or her name.
Division of retirement assets will occur as defined in the attachment labeled_____
Division of retirement assets will occur as follows:

Plt. Initials_____

Def. Initials_____

_____ vs. _____ CAFN: _____
Plaintiff Defendant

NON-RETIREMENT ASSETS

There are no non-retirement assets to be considered as part of this case.
Division of non-retirement assets will occur as defined in the attachment labeled_____.
Division of non-retirement assets will occur as follows:

BUSINESS ASSETS AND LIABILITIES

There are no business assets or liabilities to be considered as part of this case.
Division of business assets and liabilities will occur as follows:

HEALTH INSURANCE/COBRA

SPOUSAL SUPPORT

There will be no spousal support in this case.
Provision of spousal support will occur as defined in the attachment labeled_____.
Provision of spousal support will occur as follows:

TAX RETURNS, ALLOWANCES, DEDUCTIONS AND REFUNDS

Plt. Initials_____

Def. Initials_____

_____ vs. _____ CAFN: _____
Plaintiff Defendant

CHILD SUPPORT

_____ will pay _____ [\$ _____] per month as child support, effective on _____, 20____, and each month thereafter until the party's obligation is fulfilled or further order of the Court.

___ This is a temporary agreement.

___ This is a final agreement, and the Child Support Worksheet and Child Support Agreement are attached.

___ Child support will be paid by payroll deduction.

___ Child support will be paid directly to the recipient by the payer. Payments will be due to the recipient on the _____ day(s) of each month.

Pursuant to the mediation session held this _____ day of _____, 20____, the parties have additionally agreed to abide by the following:

Plt. Initials _____

Def. Initials _____

_____ vs. _____ CAFN: _____
Plaintiff Defendant

Additional Agreements continued:

Plt. Initials_____

Def. Initials_____

Plaintiff vs. _____ CAFN: _____
Defendant

Affirmation by pro se parties:

I understand that a Final Judgment, incorporating the terms of this agreement, will be prepared and presented to the Court for approval, incorporating any required worksheets, schedules, affidavits, orders or addenda.

If any party is unrepresented or is represented by an attorney who is not present at the mediation session, we, the undersigned parties, understand that we will have an opportunity to have this agreement reviewed by an attorney. If there is no objection to the agreement within 5 calendar days following the mediation session, the agreement will be binding upon all parties and enforceable as a settlement agreement.

If there is an objection, the party objecting to the mediated agreement must notify the opposing party/attorney and the ADR Office in writing no later than 5:00 p.m. on the fifth business day following the session.

We, the undersigned, have read this agreement, and understand its terms, and agree to each of its provisions, this _____ day of _____, 20____.

Plaintiff

Defendant

Attorney for Plaintiff

Attorney for Defendant

Mediator