IN THE CIRCUIT COURT OF THE \_\_\_\_11th \_\_\_\_\_\_ JUDICIAL CIRCUIT

IN AND FOR \_\_\_\_\_\_Miami-Dade\_\_\_\_\_\_ COUNTY, FLORIDA

IN RE: THE MARRIAGE OF FAMILY DIVISION

\_\_\_\_**Helene Palmiotto** \_\_\_\_\_\_\_\_\_\_\_\_\_ CASE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner

and

**\_\_\_\_Franco Palmiotto\_\_\_\_\_\_\_\_\_\_**/

Respondent.

**MARITAL SETTLEMENT AGREEMENT**

**THIS MARITAL SETTLEMENT AGREEMENT** are made and entered into by the Petitioner and Respondent, named in the style of this case (referred collectively as the “parties”).

**WITNESSETH**

**WHEREAS**, the parties have the legal capacity to enter into this Agreement and Parenting Plan.

**WHEREAS**, the parties were married on \_\_01/09/2010\_\_\_\_.The marriage is irretrievably broken;

**WHEREAS**, the parties have been married to each other continuously since that date; and

**WHEREAS**, there the parties have agreed to a parenting plan addressing all issues relevant to any child subject to these proceedings:

|  |  |  |
| --- | --- | --- |
| Name of Child (initials Only) | Date of Birth | Gender |
| VP | 12/16/2010 | Male |

**WHEREAS**, parties desire to enter into the following Agreement to confirm their agreement as it relates to any Child or children legally related to them.The term **“child”,** as referred to in this Agreement, shall include any child born of the marriage and subject to these proceedings and is therefore used in place of “children” even when more than one child may be contemplated;

**WHEREAS**, no further child is contemplated nor expected as of the date of this Agreement;

**WHEREAS,** it is the desire and intention of each of the parties hereto that the relationship between them with respect to all issues relevant to the parties, including but not limited to: parenting plan, equitable distribution, alimony, child support, attorney fees be finally and conclusively settled and determined by this agreement; and

**WHEREAS**, the parties have chosen to represent themselves in these proceedings and warrant that they have had the opportunity to seek separate and independent legal advice, prior to signing this Agreement, with regard to their respective legal rights, remedies, privileges, and obligations arising out of the marriage; an

**WHEREAS,** the parties are entering into this compromised result with sufficient financial disclosure being exchanged between the parties and have freely and voluntarily chosen to waive complete mandatory disclosures; and

**WHEREAS**, both parties have read and fully understand all of the terms, conditions, and provisions of this agreement, and are entering into this agreement freely and voluntarily, without duress or coercion;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties have agreed as follows:

1. **RECITALS INCORPORATED:** The recitals of fact set forth above are confirmed and agreed to by and between the parties hereto, as being in all respects true and correct, and are hereby incorporated into this agreement.

2. **PARENTING PLAN:** The parties agree to adhere to the terms and provisions of their agreed upon Parenting Plan including a timesharing schedule and child support pursuant to the Child Support Guidelines Worksheet, is attached and incorporated by reference as Exhibit “A” and as if fully set forth in this Agreement.

2.1 **PARENTS:** The parents are, as follows:

2.1.1 **PETITIONER: \_Helene Palmiotto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2.1.2 **RESPONDENT: Franco Palmiotto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2.2 **DEMOGRAPHIC DETAILS OF ANY** **CHILD SUBJECT TO THESE PROCEEDINGS:**

The parenting plan and timesharing schedule relates to any child subject to these proceedings referenced in the WHEREAS clause above.

2.3.1 **FLORIDA LAW:** In the event disputes arise concerning this Agreement, the parties mutually agree that either party may petition the Circuit Court in \_\_\_Miami-Dade\_\_\_\_\_\_\_\_\_ County, Florida for recourse and the law of Florida will control.

5. **EQUITABLE DISTRIBUTION OF ASSETS AND DEBTS:**

5.1 **ASSETS AND LIABILITIES:** The parties have divided all marital assets and liabilities as shown in the table below, except as stated herein, and each party shall be entitled to keep all assets that are currently in their possession and/or titled in their names.

|  |  |
| --- | --- |
| PROPERTY | |
| Do you have cash on hand to divide? | No |
|  | |
| Real Estate: Do you have any houses or land? | No |
|  | |
| Vehicles: Do you have any motor vehicles that need to be separated? | No |
|  | |
| Retirement Benefits: Do you have retirement plans to separate? | No |
|  | |
| Bank Accounts: Do you have bank accounts to divide? | No |
|  | |
| Investment Accounts: Do you have investment accounts or stocks/bonds/mutual funds to divide? | No |
|  | |
| Life Insurance: Do you have life insurance that needs to be divided? | No |
|  | |
| Boats: Do you have any boats to divide? | No |
|  | |
| Other Vehicles: Do you have any other vehicles to divide? | No |
|  | |
| Owed Money: Do you have any money owed to you to divide? | No |
|  | |
| Furniture: Do you have any furniture to divide? | No |
|  | |
| Jewelry and Collectibles: Do you have any jewelry or collectibles to divide? | No |
|  | |
| Sports and Entertainment Equipment: Do you have any sports or entertainment equipment to divide? | No |
|  | |
| Business Interests: Do you have any business interests to divide? | No |
|  | |
| Additional Property: Do you have additional property to divide? | No |
|  | |
| Total Property | $0 |

|  |  |
| --- | --- |
| DEBT | |
| Credit Card Debt: Do you have Credit Card debt you need to divide? | No |
|  | |
| Bank Loans: Do you have Bank/Credit Union Loans to divide? | No |
|  | |
| Judgments: Do you have Court Judgment Payments to divide? | No |
|  | |
| Other Debts: Do you have other debts to divide between you and your spouse? | No |
|  | |
| Total Debts | $0 |

5.2 **JOINT ACCOUNTS TO BE CLOSED:** The parties agree that they will equally divide the current balances of all jointly titled accounts and shall close all joint accounts within thirty (30) day of the execution of this Agreement.

5.3.1 The parties agree to indemnify and hold each other harmless from any claim or liability on account of any fees, liens, or liabilities (as well as claims arising out of the use of their automobile of any kind whatsoever arising in any manner from their vehicle.

5.4 **NON-MARITAL ASSETS AND LIABILITIES:** The parties agree that both parties’ non-marital assets and liabilities, if any, should be set aside and awarded to the party appropriate party.

6. **ALIMONY:** The parties have reviewed each financial affidavits, and considered the statutory factors contained in Florida Statutes §61.08. The parties have decided, as follows:

**(Mark only ONE)**

A. \_\_\_X\_\_\_\_\_Each of us forever gives up any right to spousal support (alimony) that we may have.

**OR**

B. \_\_\_\_\_\_\_\_Petitioner or \_\_\_\_\_\_ Respondent (hereinafter “Obligor”) agrees to pay spousal support (alimony) in the amount of $\_\_\_\_\_ per month, either on the 1st of each month or in equally monthly installments pursuant to their payroll schedule, starting on (date) \_\_\_ and continuing until (date or event that causes payments to stop) \_\_\_\_\_\_\_\_\_\_.

7. **MUTUAL RELEASE:** Except as otherwise provided in this Agreement:

7.1 Each party releases the other from all tort claims, general claims, demands due, debts, rights or causes of action up to the date of this Agreement that may be tied to the fact of the marriage.

7.2 Each party hereby irrevocably releases and relinquishes all claims, rights and interest which that party may now have or may hereafter acquire in any property of the other party, whenever and however such property may have been or may be acquired by the said other party. All property owned by either party at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation, has heretofore been equitably divided and apportioned between them and each party hereby ratified and affirms that division.

7.3 Each party waives, releases and relinquishes all rights that he or she may now have or hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction.

7.3.1 To elect to take against any Will or Codicil of the other party now in force. This shall not apply to any Wills or Codicils executed after the date of this Agreement.

7.3.2 To share in the other party's estate and to exercise any right of dower or courtesy he or she may now have or hereafter acquired in the other party's estate.

7.3.3 To act as administrator or executor of the other party's estate, except only as provided by Will or Codicil executed after the date of this Agreement.

8. **SEVERABILITY**: In case any provision of this Agreement shall be held to be contrary to or in violation of the laws of any country, state, or jurisdiction, such as illegality or invalidity shall not affect in any way the other provisions hereof, and all such provisions shall continue nevertheless in full force and effect; and any provision which is held to be illegal or invalid in any country, state, or other jurisdiction shall nevertheless remain in full force and effect in any other country, state, or jurisdiction in which such provisions are legal and valid.

9. **EXECUTION**: This agreement is signed separately and electronically, in multiple copies and each of such copy shall be deemed to have the force and weight of an original and shall have the same force and effect as if it alone had been executed in person, simultaneously by the parties.

10. **INCORPORATED INTO FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**: The parties agree that this entire agreement shall be incorporated, but not merged, by reference into any final judgment of dissolution of marriage which may be sought by either party in any dissolution of marriage proceeding and will survive the Final Judgment.

11. **CAPTIONS**: Paragraph captions have been used throughout this Agreement for convenience and reference only, and are not intended to and shall not be used in any manner whatsoever in the construction or interpretation of this Agreement or any provisions hereof.

12. **VOLUNTARY AGREEMENT:**   The parties acknowledge that they are entering into this agreement voluntarily, in the absence of coercion, duress, overreaching or fraud on the part of the other party. Both parties have read this agreement carefully before executing it. The parties further acknowledge that they reached a compromised result and that they may have done “better” or “worse” in court, but they chose to settle all outstanding issues because they value the emotional, psychological and financial savings that an amicable resolution provides. Notwithstanding, the parties warrant that they are under no duress or any sort of emotional strain that would render this Agreement invalid or voidable.

13. **AMBIGUITIES:** If there is found to be any ambiguities in this agreement, there shall not be a presumption that said ambiguities will be interpreted in favor of either party. The parties shall attend mediation to resolve any ambiguities, but mediation shall not be a condition precedent.

14. **EXECUTION OF NECESSARY DOCUMENTS:** Each party will, upon the request of the other, execute, acknowledge and deliver any and all papers or documents or other instruments of release or conveyance, as may be reasonably necessary to enable the other party to effectuate the foregoing distribution of property and other provisions of this Marital Settlement Agreement. The parties agree that any exchanges of money, documents or property pursuant to this Agreement, when not required for a particular time, will be done in a timely manner (within fifteen (15) days) relative to obtaining a peaceful settlement of all accounts and providing for a smooth transition in their relationships.

15. **ATTORNEY'S FEES:** The parties agree that each party shall be solely responsible to pay their own attorney’s fees, professional fees and costs incurred in their dissolution of marriage proceedings through the entry of the Final Judgment of Dissolution of Marriage.

16. **ENFORCEMENT/PREVAILING PARTY**: The parties agree that if either party is required to apply to the Court in order to compel and/or enforce compliance with the terms and provisions of this Agreement, the prevailing party will be entitled to receive all reasonable attorney fees and costs incurred in the trial court and on appeal from the other party.

17. **INDEMNIFICATION**: The parties agree to hold each other harmless, and indemnify from all liabilities, pay to the other party any attorney fees, court costs or any other cost or obligation reasonably incurred as a result of that party’s breach of an obligation, accident or failure to satisfy any of his/her or the parties’ joint obligation to third parties assumed by him/her pursuant to this Agreement or against any issue that may arise in connection with their separate assets, business interests, liabilities, etc.

18. **TAX & LEGAL ADVICE**: The parties acknowledge that they are aware of their right to seek independent tax advice and to retain their own Certified Public Accountant, tax attorney or tax advisor, with respect to the tax implications of this Agreement, prior to signing this Agreement.

19. **FULL AND FAIR DISCLOSURE**: The parties acknowledge that they have diligently negotiated this Agreement after many hours of negotiations and consultations; that they have each made legally sufficient disclosure to the other of their respective net worth, income (from employment and all other sources) and finances, relying on the other's financial affidavit and representations in executing this Agreement. Each party has a general and approximate knowledge as to the other party’s financial circumstances as to freely and voluntarily enter into this Agreement with informed consent. Each party has voluntarily chosen to not conduct further discovery into each of the parties’ respective financial circumstances despite being aware of their right to do so prior to signing this Agreement. The parties are satisfied regarding the financial disclosures that have been provided and the discovery that has been conducted. The parties acknowledge that the Agreement is fair and equitable. The Petitioner and Respondent each acknowledge their ability to comply with the terms of this Agreement. If an undisclosed marital asset is discovered, it will be divided equally between the parties. Lack of additional discovery, absent a finding of fraud, shall not merit the setting aside of this Agreement.

20. **FULL SETTLEMENT/PAROLE EVIDENCE**: This Agreement serves as a full and final settlement of all issues in this case. It includes their entire understanding. No oral statement or prior written matter extrinsic to this Agreement will have any force or effect; the parties are not relying upon, and specifically herein repudiate, any representation other than those expressly herein set forth. All prior agreements between the parties, whether written or oral, are hereby revoked and held for naught.

21. **MEDIATION**: The parties agree that if any disputes or questions as to interpretation of this Agreement arise in the future, they will first attempt to resolve their disputes through mediation before resorting to litigation, however, the parties agree that mediation will not be a prerequisite to filing declaratory, enforcement &/or modification proceedings.

22. **NON-WAIVER**: The failure of any party to insist in any one or more instances upon the strict performance of one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment of the future rights to enforce any such terms or provisions or any other provisions of this Agreement and the same shall continue in full force and effect.

23. **MODIFICATION**: No modification, waiver or relinquishment shall be deemed to have been made by the parties unless done so in writing and executed by both Parties with the same formalities as this Agreement or by Court Order.

24. **NO LEGAL ADVICE**: The parties chose to amicably resolve their matter. The Quick Divorce, Inc. did not assist me in the completion of any of the forms submitted with this agreement. We were not provided legal nor tax advice regarding the terms of this Agreement nor was any opinion rendered as to the applicability or validity of these terms in any manner. **I consent and fully understand that the fact that Carolan Family Law Firm, PA entered a Limited Notice of Appearance for the sole purposes of initiating and electronically creates an attorney-client relationship as to the electronic filing only and privilege but not beyond that.** I understand that this action was taken in a routine manner out of necessity. I confirm that no legal advice was given by any attorney or staff employed by The Quick Divorce, Inc. or Carolan Family Law Firm, PA that would create any liability whatsoever in connection with this case. We entered into these terms out of our volition with the understanding that we could have retained separate counsel. The parties hold The Quick Divorce, Inc. and Carolan Family Law Firm, PA harmless and indemnify Law Firm from any liability associated with their dissolution of marriage proceedings, including attorney fees and costs.

25. **ELECTRONIC SIGNATURES:** The parties have chosen to enter this agreement, validate this agreement and affirm their consent by signing electronically. The parties warrant that they will not attempt to set aside this agreement on the basis that it is electronically signed.

**The Marital Settlement Agreement and Parenting including Parenting Plan is signed by the parties on:**

Date signed:

\_\_\_11/04/2022\_\_\_\_\_\_\_\_\_ \_\_\_\_11/04/2022\_\_\_\_\_\_\_\_

(pet)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (res)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Petitioner Respondent