

**NOTE: This form is provided for the convenience of pro se litigants. It is not intended to cover all legal issues you may face in your particular situation. This form is not a substitute for an understanding of the law or the advice of an attorney. The court can provide you with information, not advice on what you should do with that information. If you do not understand some aspect Family Law or need advice on what you should do, please consult with an attorney. Only an attorney may provide legal advice that might be needed to resolve particular issues in your divorce or separation.**

STATE OF VERMONT  
\_\_\_\_\_ COUNTY, SS.

VERMONT FAMILY COURT  
DOCKET NO.

\_\_\_\_\_, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
\_\_\_\_\_, )  
 )  
Defendant. )

**FINAL STIPULATION**

NOW COME the parties, and hereby stipulate and agree as follows:

1. The parties have/will have lived separate and apart in excess of six consecutive months as of \_\_\_\_\_.
2. The parties agree that the resumption of our marital relations is not reasonably probable.
3. **In Vermont, a divorce is not absolute until three months after the entry of the decree of divorce (generally, the date of the final hearing), unless the parties waive that period of time or fix an earlier date upon which the decree shall become absolute. This period of time is called the Nisi period. In regards to the Nisi period:**

- A) \_\_\_\_\_ The parties wish to waive the Nisi period, so that the divorce decree is absolute on the date it is issued (generally, the date of the final hearing.)
- B) \_\_\_\_\_ The parties do not wish to waive any part of the Nisi period, so that the divorce decree shall be absolute three months after it is issued.
- C) \_\_\_\_\_ The parties wish to waive the Nisi period in part, such that the divorce decree is absolute \_\_\_\_\_ days (no more than three months) after it is issued.

4. **Personal property refers the parties' tangible property (this does NOT include real estate, and vehicles are addressed elsewhere below).** In regards to personal property:

- A) \_\_\_\_\_ The parties have divided all of their personal property to their mutual satisfaction. Each party shall be entitled to keep all of the personal property currently in his/her possession, free and clear of any interest of the other party.
- B) \_\_\_\_\_ Possession of the following items of personal property shall be retained by each party, free and clear of any interest of the other party:

Plaintiff: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Defendant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If not already in the possession of the party to whom it is awarded (as indicated above), the following items of personal property shall be transferred from one party to the other:

\_\_\_\_\_  
 \_\_\_\_\_

from (circle one) Plaintiff / Defendant to (circle one) Plaintiff / Defendant by \_\_\_\_\_ (date).

5. In regards to vehicles:

- A) \_\_\_\_\_ Each party shall retain sole ownership and possession of the vehicle(s) currently in his/her possession, free and clear of any interest of the other party, and shall be solely responsible for, and indemnify and hold the other party harmless for, any loans/liens, fees, taxes, maintenance, and upkeep thereof as of \_\_\_\_\_ (date).

If not already in the possession of the party to whom it is awarded (as indicated above), the following vehicles shall be transferred from one party to the other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ from (circle one) Plaintiff / Defendant to (circle one) Plaintiff / Defendant by (date).

**Transferring ownership and/or responsibility of a vehicle may require a change in title and/or financing.** If so, such change and/or refinance shall be effectuated by \_\_\_\_\_ (date). The parties shall cooperate in the drafting and execution of all paperwork necessary to accomplish this transfer of title and/or financing.

6. In regards to pensions/retirement accounts:

- A) \_\_\_\_\_ Neither party has a pension or other retirement accounts.
- B) \_\_\_\_\_ The parties have the following pension(s) and/or retirement account(s):

Plaintiff: \_\_\_\_\_

Defendant: \_\_\_\_\_

- a) \_\_\_\_\_ Each party shall retain sole ownership and possession of his/her pension(s) and/or retirement account(s), and all funds therein, free and clear of any interest of the other party.
- b) \_\_\_\_\_ The aforementioned pension(s) and/or retirement account(s) shall be divided between the parties as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**While pensions and/or retirement accounts can be divided amongst the parties in a divorce, such a division may require that a Qualified Domestic Relations Order (QDRO) be filed with the court. The Court does not provide QDRO's – if the parties intend to divide a pension or other retirement account, they should consult an attorney or other qualified professional to determine whether a QDRO is needed and, if so, to assist you in drafting and submitting such an order.**

7. In regards to real estate:

A) \_\_\_\_\_ The parties do not own any real estate.

B) \_\_\_\_\_ The parties own, in either their separate names or together, the following real estate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The aforementioned real estate shall be disposed as follows:

a) \_\_\_\_\_ (address of real estate) shall be the sole property of \_\_\_\_\_ (party), free and clear of any interest of the other party.

\_\_\_\_\_ (party) shall be solely responsible for the mortgage, taxes, utilities, maintenance, and expenses of the property as of \_\_\_\_\_ (date), for which the other party shall be indemnified and held harmless.

By \_\_\_\_\_ (date), \_\_\_\_\_ (party) shall pay to \_\_\_\_\_ (party), the sum of \_\_\_\_\_ as compensation for his/her interest in the property.

If applicable, \_\_\_\_\_ (party) shall quit claim his/her interest in the property to \_\_\_\_\_ (party) by \_\_\_\_\_ (date).

\_\_\_\_\_ (party) shall refinance the property by \_\_\_\_\_ (date). The parties shall cooperate in the drafting and execution of all paperwork necessary to accomplish the refinancing.

Other conditions regarding compensation and/or refinancing are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) \_\_\_\_\_ Parties agree that, by \_\_\_\_\_ (date), \_\_\_\_\_ (address of real estate) shall be listed for sale.

The net proceeds of such sale shall be divided as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other conditions regarding the sale of the property are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Until the sale of the property, responsibility for the mortgage, taxes, utilities, maintenance, and expenses of the property shall be as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) \_\_\_\_\_ Other agreements regarding real estate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. In regards to debt (other than mortgages or vehicle loans):

A) \_\_\_\_\_ No joint debt remains from the marriage. Each party shall be solely responsible for any and all debt in his/her sole name (regardless of when such debt accrued), and the other party shall be indemnified and held harmless therefor.

B) \_\_\_\_\_ The following debt (for which the other party shall be indemnified and held harmless) shall be allocated to each party as his/her sole responsibility:

Plaintiff: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Defendant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C) \_\_\_\_\_ Other provisions regarding allocation of debt:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**While the Parties may agree to allocate their property and assign responsibility for the mortgage/debt thereon, additional legal documents may be necessary to transfer title to, or interest in, the property and/or to secure payment of equity. If the parties intend to transfer an interest in property, they should consult an attorney to determine if and/or what additional documentation is necessary.**

9. **Spousal maintenance (sometimes referred to as "alimony") is payment of support, either rehabilitative or permanent in nature, from one party to the other.** In regards to spousal maintenance:

A) \_\_\_\_\_ Neither party shall pay spousal maintenance to the other.

B) \_\_\_\_\_ (party) shall pay to \_\_\_\_\_ (party) the sum of \_\_\_\_\_ per \_\_\_\_\_ (time period) as permanent spousal maintenance until his/her death.

C) \_\_\_\_\_ (party) shall pay to \_\_\_\_\_ (party) the sum of \_\_\_\_\_ per (time period) as spousal maintenance until \_\_\_\_\_ (date) and/or the occurrence of the following event(s) (i.e. remarriage, cohabitation, completion of school, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**There are specific tax consequences for styling payments as spousal maintenance – if parties are concerned about these consequences, they are urged to consult a tax professional.**

10. In regards to any other issues (i.e. taxes, insurance, etc.) relevant to this divorce, the parties agree as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. \_\_\_\_\_ may resume her/his former name of \_\_\_\_\_ .

12. Parties hereby declare that they have entered into this agreement freely and voluntarily. Parties believe that it is a fair and reasonable resolution of all the issues related to our marriage. Parties request the Court approve this agreement and incorporate all of its terms and conditions into a Final Order and Decree of Divorce.

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Date