

## UNCONTESTED DIVORCE WITH MINOR CHILDREN

This forms packet is designed to guide you in the preparation of your divorce papers. You must fill in the required information as it applies to your situation. Your papers should remain in the same order as they appear in this packet. If you do not have access to a typewriter, you may fill in the blanks by hand, in neat print, using BLACK ink.

You should fill in every blank line EXCEPT for the civil action file number blanks and the lines provided for signatures by the Notary Public and the Judge.

In the Complaint and the Settlement Agreement, there are some sections that have two possible answers, separated by an [OR]. In these sections, you must choose which of the two choices fits best in your situation, and then include only that choice in your documents. The other choice should be ignored, and should not be included in your documents.

Make sure that everything is signed. All signatures that require notarization must be notarized before your documents will be approved for filing.

**Court Personnel are NOT allowed to answer any questions concerning the preparation of these forms. State Law O.C.G.A. §15-19-51 forbids court personnel to give legal advice.** Different situations may require special procedures and courthouse personnel cannot advise you on how to proceed or what forms may be necessary in specific situations. Divorce can be very complicated. The only person allowed to help you in the preparation of these forms is a licensed attorney. Please consult an attorney if you have questions about the procedure or what action is best for you to take.

### **YOU MAY NEED AN ATTORNEY IF:**

- The case is contested and your spouse has a lawyer.
- You cannot locate your spouse to serve him or her with your papers.
- You or your spouse has a house, pension, or large amount of property or income.
- You might lose custody of your children.
- You think you will have difficulty getting documents from your spouse about retirement funds, income, etc.
- Even if it is a friendly divorce, you should talk to a lawyer before you sign any settlement papers or file anything in court.

In the packets for marriages with children, there is a form called the Domestic Relations Financial Affidavit. Each party will have to have one of these forms filled out prior to the final hearing on the divorce.

If the Defendant has filed an acknowledgment of service, then each party must submit their Domestic Relations Financial Affidavit at the time the case is filed.

If the Defendant does not file an acknowledgement of service, and the Sheriff has to serve a copy of the complaint and summons on the Defendant, the Plaintiff must still file a copy of the Domestic Relations Financial Affidavit with his or her complaint. The Defendant should be served with a copy of the Domestic Relations Financial Affidavit along with the complaint and summons.

Remember, you must fully complete the forms before the Judge will be able to grant you a decree of divorce. Incomplete forms, as well as forms that are improperly filled out, may delay the grant of your divorce. Make sure that you take time to read over all the forms, and understand what is being asked of you in each situation.

**IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA**

\_\_\_\_\_, )  
 )  
Plaintiff, )  
 )  
v. ) Civil Action No. \_\_\_\_\_  
 )  
\_\_\_\_\_, )  
 )  
Defendant. )

**COMPLAINT FOR DIVORCE**

Plaintiff, \_\_\_\_\_ [Name], comes

before this Court and shows this Court as follows:

1.

**Residence requirement (Check only one: a, b, or c)**

- a) Plaintiff is a resident of \_\_\_\_\_ County, Georgia, and has been a resident of Georgia for at least six months prior to the filing of this action.
- b) Plaintiff is a resident of \_\_\_\_\_ County, Georgia, and has resided at the \_\_\_\_\_ military post for at least one year before filing this petition.
- c) Plaintiff is not a resident of the State of Georgia, but Plaintiff's spouse has been a resident of the state of Georgia and the county of \_\_\_\_\_ for at least six (6) months prior to my filing this action.

2.

**Venue and Service (Check only one: a or b)**

- a) Defendant is a resident of \_\_\_\_\_ County, Georgia, and has acknowledged service of the Complaint and Summons and has waived further service of process.
- b) Defendant is a resident of \_\_\_\_\_ County, \_\_\_\_\_ (state) and has signed an ACKNOWLEDGEMENT OF SERVICE AFFIDAVIT OF WAIVER OF VENUE AND PERSONAL JURISDICTION.

3.

**Date of marriage (Check only one: a or b)**

- a) Plaintiff and Defendant were lawfully married on \_\_\_\_\_.
- b) Plaintiff and Defendant are common law married, having entered into a common law marriage before January 1, 1997 as of \_\_\_\_\_.

4.

- The Defendant and I separated on \_\_\_\_\_ and have remained in a bona fide state of separation since that date.

5.

- There are \_\_\_\_\_ minor children born of the marriage.

Name: \_\_\_\_\_ Age: \_\_\_\_\_ YOB: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ YOB: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ YOB: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ YOB: \_\_\_\_\_

6.

**Child Custody (Check only one: a, b or c)**

- a) It is in the best interest of the minor children for \_\_\_\_\_  
\_\_\_\_\_ to have sole legal and physical custody.
- b) Plaintiff and Defendant are both fit to share both temporary and permanent joint legal custody of the minor child(ren). It is in the best interest of the minor child(ren) for \_\_\_\_\_ to have primary physical custody.
- c) Plaintiff and Defendant have agreed that it is in the best interest of the minor children for the parties to have joint legal and physical custody. The physical custody arrangement will be as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7.

For the past five years, the children lived at the following addresses with the following persons:

Address	Dates	Lived With

8.

**Other Court actions concerning the children (Choose only one: a or b)**

a) Plaintiff asserts that  he/  she has not participated as a party or a witness or in any other capacity in any other litigation concerning the children named above, and knows of no other proceeding concerning the minor children in this or any other state. No person other than the parties to this action has physical custody of the minor children or any claim to custody or visitation with the minor children.

b) The minor children have been involved in the following actions:

*(Please tell the Court about the following types of actions: custody, visitation, family violence, protective orders, termination of parental rights, and adoption.)*

<u>County/State/Court</u>	<u>Type of Custody Action</u>	<u>Date Filed</u>	<u>Status</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9.

**Others with a custody claim (Choose only one: a or b)**

a) I know of no other person, not a party to this proceeding, who has physical custody of the children or claims to have custody or visitation rights with respect to the minor children.

b) The following persons who are not a party to this proceeding have custody or visitation rights with the minor children:

Name

Claim

_____	_____
_____	_____
_____	_____

10.

Plaintiff is entitled to a divorce from the Defendant upon the statutory grounds that the marriage is irretrievably broken and there is no hope of reconciliation, under O.C.G.A. § 19-5-3(13).

11.

The parties have entered into a settlement agreement that resolves all issues as to an equitable division of property and debts, as well as alimony and child support.

WHEREFORE, Plaintiff respectfully requests:

- a) That the parties herein be totally divorced;
- b) That the Court adopt and incorporate the parties' settlement agreement into a final judgment and decree in this matter;
- c) That the Plaintiff's/Defendant's name be restored back to former name, \_\_\_\_\_; Year of Birth \_\_\_\_\_;
- d) That the Court enter an Order for Child Support;
- e) That the Court award such other and further relief as the it deems equitable and just.

Respectfully submitted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Plaintiff *pro se* [Sign here]

Plaintiff's Address: \_\_\_\_\_

Plaintiff's Telephone(s): \_\_\_\_\_

Defendant's Address: \_\_\_\_\_

Defendant's Telephone(s): \_\_\_\_\_

IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA

\_\_\_\_\_, §  
Plaintiff, §  
v. § Civil Action  
§ File No. \_\_\_\_\_  
\_\_\_\_\_, §  
Defendant. §

**SUMMONS**

**To the above-named defendant:**

You are hereby summoned and required to file with the Clerk of said Court and serve upon \_\_\_\_\_, the pro se plaintiff, whose address is \_\_\_\_\_ an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk of Superior Court, \_\_\_\_\_ County

**IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY**  
**STATE OF GEORGIA**

_____	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. _____
	)	
	)	
_____	)	
Defendant.	)	

**VERIFICATION**

Personally appeared before me the undersigned who on oath states that the facts set forth in this Complaint are true and correct to the best of his/her knowledge and belief.

\_\_\_\_\_  
Plaintiff *pro se*  
[Sign in the presence of a Notary Public]

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Georgia

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







**IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA**

\_\_\_\_\_, )  
 )  
Plaintiff, )  
 )  
v. ) Civil Action No. \_\_\_\_\_  
 )  
\_\_\_\_\_, )  
 )  
Defendant. )

**SETTLEMENT AGREEMENT**

This is an agreement by and between \_\_\_\_\_ [Name],  
(hereinafter referred to as "Plaintiff") and \_\_\_\_\_ [Name],  
(hereinafter referred to as "Defendant").

WHEREAS, the parties are married but are currently living in a bona fide state of separation;

WHEREAS, the child(ren) born as issue of the marriage is/are:

Name: \_\_\_\_\_ YOB/AGE: \_\_\_\_\_

Name: \_\_\_\_\_ YOB/AGE: \_\_\_\_\_

Name: \_\_\_\_\_ YOB/AGE: \_\_\_\_\_

Name: \_\_\_\_\_ YOB/AGE: \_\_\_\_\_

WHEREAS, the parties desire to settle between themselves all questions of division of property, child custody, visitation, child support, alimony, and all other rights and obligations arising out of their marital relationship:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

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

SEPARATION

1.

The parties shall continue to live separate and apart and each shall be free from interference, molestation, authority and control, direct or indirect, by the other, as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

CUSTODY AND VISITATION

2.

The parties agree that the welfare of the child(ren) is of paramount importance and each agrees to foster and encourage a feeling of affection between themselves and the child(ren). Neither party shall do anything to hamper the natural development of the children’s love and respect for the other party.

3.

**Legal and physical custody (Check only one: a, b, or c)**

a) The  Plaintiff/  Defendant shall have the temporary and permanent legal and physical custody of the minor child (ren) born as issue of the marriage.

b) The Plaintiff and Defendant shall share joint legal custody of the minor child (ren). The parties shall share decision-making concerning the children; however, the  Plaintiff/  Defendant shall have the right to make the final decision in the event the parties cannot agree.

Primary physical custody of the minor child (ren) shall be with the  Plaintiff/  Defendant as follows:

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Secondary physical custody shall be with the  Plaintiff/  Defendant as follows:

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c) The Plaintiff and Defendant shall share joint legal custody and joint physical custody of the minor child (ren).

Physical custody shall be shared by the parties as follows:

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The parties shall share decision making concerning the child (ren); however, in the event the parties cannot decide, the  Plaintiff/  Defendant shall be the tiebreaker and make the final decision.

4.

**Visitation (Choose only one: a or b)**

a) The  Plaintiff/  Defendant shall have the right of visitation with the minor children as follows:

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b) The visitation schedule is attached hereto and incorporated herein.

**CHILD SUPPORT**

Please go to <https://csconlinecalc.georgiacourts.gov/frontend/web/index.php> and complete the Child Support Worksheet. Then print it out and include it in your divorce papers. **Your papers will NOT be accepted for filing without these documents.**

5.

**Child support amount**

a) The \_\_\_\_\_ (Plaintiff/Defendant) shall pay to the \_\_\_\_\_ (Plaintiff/Defendant), as support of the minor child(ren), the sum of \$ \_\_\_\_\_ \* per \_\_\_\_\_ (week/bi-weekly/month), starting on \_\_\_\_\_, and continuing per \_\_\_\_\_ (week/bi-weekly/month) thereafter until each respective child reaches the age of eighteen (18), or so long as the child is enrolled in and attending secondary school (not to exceed age (20) twenty), marries, dies, or becomes otherwise emancipated. The child support obligation shall be reduced as follows as each child becomes emancipated:

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\*This amount was derived from line 13 of the Child Support Worksheet, which is attached hereto as Exhibit 1.

b) The issue of child support has already been determined by an Order entered in the Superior Court of \_\_\_\_\_ County, State of \_\_\_\_\_, in Civil Action File No.: \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Pursuant to said Order, the \_\_\_\_\_ (Plaintiff/Defendant) is currently ordered to pay \$ \_\_\_\_\_ per month in child support. A copy of this Child Support Order and Addendum is attached as Exhibit \_\_\_\_\_.

6.

**Child support method of payment (Check only one: a, b, c, or d)**

a) All payments of child support shall be paid directly to the Plaintiff/Defendant at the following address: \_\_\_\_\_

\_\_\_\_\_.

No Income Deduction Order will be entered into at this time. However, when ever, in violation of the terms of this Agreement, there shall have been a failure to make the support payments due hereunder so that the amount unpaid is equal to or greater than the amount payable for one (1) month, the payments required to be made may be collected by the process of continuing garnishment for support. In the event \_\_\_\_\_ (Plaintiff/Defendant) fails to pay any child support obligation in this Agreement on a timely fashion on any three (3) occasions in any twelve (12) month period, the parties agree that an income deduction order shall then be entered.

b) All payments of child support shall be paid by the employer of the non-custodial parent pursuant to an income deduction order.

c) All payments of child support shall be paid to Georgia Child Support Enforcement pursuant to an Income Deduction Order.

d) All payments of child support shall be paid pursuant to the existing Child Support Order, which is attached as Exhibit \_\_\_\_\_.

7.

**Health insurance**

The \_\_\_\_\_ (Plaintiff/Defendant) shall maintain a policy of medical, dental, and hospitalization insurance for the benefit of the minor child(ren) for so long as the child support obligation set forth herein exists. Costs not covered under the insurance policy shall be divided between Plaintiff and Defendant as follows: \_\_\_\_\_

\_\_\_\_\_.

The \_\_\_\_\_ (Plaintiff/Defendant) shall provide the \_\_\_\_\_ (Plaintiff/Defendant) with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the \_\_\_\_\_ (Plaintiff/Defendant) in submitting claims under the policy.

8.

**Alimony (Check only one: a or b)**

a) The \_\_\_\_\_ (Plaintiff/Defendant) shall pay to the \_\_\_\_\_ (Plaintiff/Defendant) as alimony the sum of \$ \_\_\_\_\_ per week/month, to be paid beginning on \_\_\_\_\_ and to continue thereafter until the \_\_\_\_\_ (Plaintiff/Defendant) remarries or dies.

b) The parties hereby expressly waive alimony for the past, present, and future.

9.

**Division of property (Check only one: a, b or c)**

- a) The parties acknowledge that they have no marital property to divide.
- b) The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment, and other such personalty. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.
- c) The parties acknowledge that they possess various items of jointly owned property, which shall be divided as follows:

1) To the Plaintiff:

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2) To the Defendant:

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10.

**Division of Debts (Check only one: a or b)**

- a) The parties acknowledge that they have no outstanding joint debts.
- b) The parties agree to the division of debts as indicated below:

Creditor	Amount	Responsible Party

The responsible party indemnifies and holds harmless the non-responsible party for any collection on these obligations.

11.

**Name restoration**

- My former name is \_\_\_\_\_, and I request that it be restored to me. Year of Birth \_\_\_\_\_.

12.

**Binding Agreement**

- The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence.

13.

**No Agreements other than this one**

- This Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein.

14.

**Enforceability**

- It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either party shall bring or maintain an action for dissolution of the marital relationship, this Agreement shall be presented to the Court and incorporated by reference into any judgment or decree concerning the matters provided herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

**IN WITNESS WHEREOF**, the parties have signed their names, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Plaintiff  
[Sign in the presence of a Notary Public]

Plaintiff's Address: \_\_\_\_\_

Plaintiff's Telephone(s): \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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\_\_\_\_\_  
Defendant  
[Sign in the presence of a Notary Public]

Defendant's Address: \_\_\_\_\_

Defendant's Telephone(s): \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Exhibit “ \_\_\_\_\_ ”

VISITATION SCHEDULE

The non-custodial parent is \_\_\_\_\_.

The custodial parent is \_\_\_\_\_.

The non-custodial parent shall be entitled to exercise reasonable visitation with the minor child with the following minimum provisions:

- A. On every 1<sup>st</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> Friday at 6:00 p.m. until the following Sunday at 6:00 p.m.;
- B. During even numbered years (2008, 2010, etc.), the non-custodial parent shall have the right of visitation on the holidays delineated below:
  1. Martin Luther King’s Birthday
  2. Memorial Day
  3. Labor Day
  4. Thanksgiving
  5. Second week of Christmas Vacation from 2:00 p.m. on December 25 until New Year’s Eve.
- C. During odd numbered years (2009, 2011, etc.,) the non-custodial parent shall have the right of visitation on the holidays delineated below:
  1. New Year’s Day
  2. Easter or Spring Break
  3. July 4<sup>th</sup>
  4. Halloween
  5. First Week of Christmas vacation, including Christmas Day until 2:00 p.m. on December 25.
- D. During even numbered years (2008, 2010, etc.), the custodial parent shall have the minor child on the holidays delineated below:
  1. New Year’s Day
  2. Easter or Spring Break
  3. July 4<sup>th</sup>
  4. Halloween
  5. First week of Christmas vacation, including Christmas Day until 2:00 p.m. on December 25.
- E. During odd numbered years (2009, 2011, etc.), the custodial parent shall have the right of visitation on the holidays delineated below:
  1. Martin Luther King’s Birthday
  2. Memorial Day
  3. Labor Day
  4. Thanksgiving
  5. Second week of Christmas vacation from 2:00 p.m. on December 25 until New Year’s Eve.
- F. The Mother shall have the minor child on Mother’s Day.
- G. The Father shall have the minor child on Father’s Day.
- H. The non-custodial parent shall have the right to visit with the minor child for two consecutive weeks in the summer between June 15 and August 15. During this period, the custodial parent shall have the minor child on the first (1<sup>st</sup>) weekend from 6:00 p.m. Friday until 6:00 p.m. Sunday. The non-custodial parent shall give the custodial parent a minimum of thirty (30) days written notice of the intent to exercise this visitation.
- I. Holiday visitation shall take precedence over week-end visitation.

In all cases involving permanent custody or custody modification (except when a parent seeks emergency relief for family violence), each parent shall prepare and submit a parenting plan, or the parties may jointly submit a parenting plan, as directed by the Judge.

The parenting plan should be tailored to fit the needs of each individual family but must at a minimum contain the information required by OCGA section 19-9-1 (b) and be presented in substantially the following form:

IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA

\_\_\_\_\_  
Plaintiff

v.

\_\_\_\_\_  
Defendant

\*  
\*  
\*  
\*  
\*  
\*

Civil Action File No. \_\_\_\_\_

**PARENTING PLAN**

This plan has been proposed by \_\_\_\_\_. The proposing party affirms the accuracy of the information provided, as shown by their signature at the end of this proposed plan. This information has been furnished in furtherance of the requirements of OCGA Section 19-9-1.

[If this is a proposed parenting plan, it shall be filed at the time of filing any complaint or answer, and in any event, not less than 10 days before any hearing, and not less than 15 days before any final hearing with copy to opposing counsel/party.]

This plan  is a new plan.  
 modifies an existing Parenting Plan dated \_\_\_\_\_.  
 modifies an existing Order dated \_\_\_\_\_.

Child's Name	Year of Birth & Age

**I. Custody and Decision Making:**

**a. Legal Custody shall be (choose one):**

- With the Plaintiff
- With the Defendant
- Joint

**b. Primary Physical Custodian**

For each of the children named below the primary physical custodian shall be:

Child's Name	Year of Birth & Age	Plaintiff	Defendant	Joint
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IF "SPLIT" CUSTODY IS PROPOSED, EACH PARTY SHALL SUBMIT NOT LESS THAN THREE SEPARATE CHILD SUPPORT WORKSHEETS – TWO FOR THE "SPLIT" PROPOSAL AND ONE FOR THE "NON-SPLIT" PROPOSAL.

WHERE JOINT PHYSICAL CUSTODY IS CHOSEN BY THE PARENTS OR ORDERED BY THE COURT, A DETAILED PLAN OF THE LIVING ARRANGEMENTS OF THE CHILD(REN) SHALL BE ATTACHED AND MADE A PART OF THIS PARENTING PLAN.

**c. Day-to-Day Decisions**

Each parent shall make decisions regarding the day-to-day care of a child while the child is residing with that parent, including any emergency decisions affecting the health or safety of a child.

**d. Major Decisions**

If major decisions regarding each child are divided, the responsibilities of each parent are as follows:  N/A or  division of responsibilities:

\_\_\_\_\_.

**e. Disagreements**

Where parents have elected joint decision making in Section I.d above, please explain how any disagreements in decision-making will be resolved.  mediation  arbitration  other: \_\_\_\_\_.

**II. Parenting Time/Visitation Schedule**

**a. Parenting Time/Visitation**

During the term of this parenting plan the non-custodial parent shall have at a minimum the following rights of parenting time/visitation (choose an item):

- The weekend of the first and third Friday of each month.
- The weekend of the first, third and fifth Friday of each month.
- The weekend of the second and fourth Friday of each month.
- Every other weekend starting on \_\_\_\_\_.  
Each \_\_\_\_\_ starting at \_\_\_\_\_ and ending \_\_\_\_\_
- Other: \_\_\_\_\_



d. **Other extended periods of time during school, etc. (refer to the school schedule).**

\_\_\_\_\_.

e. **Start and end dates for holiday visitation**

For the purposes of this parenting plan, the holiday will start and end as follows (choose one):

- Holidays that fall on Friday will include the following Saturday and Sunday
- Holidays that fall on Monday will include the preceding Saturday and Sunday
- Other:

f. **Coordination of Parenting Schedules**

Check if applicable

The holiday parenting time/visitation schedule takes precedence over the regular parenting time/visitation schedule.

When the child(ren) is/are with a parent for an extended parenting time/visitation period (such as summer), the other parent shall be entitled to visit with the child(ren) during the extended period, as follows: \_\_\_\_\_.

g. **Transportation Arrangements**

Unless otherwise agreed between the parties, the delivering parent will be responsible for transportation of the child.

The delivering party will be responsible for costs in connection with the delivery: \_\_\_\_\_.

Other provisions: \_\_\_\_\_.

h. **Contacting the Child**

When the child or children are in the physical custody of one parent, the other parent will have the right to contact the child or children as follows:

- Telephone
- Other: \_\_\_\_\_.
- Limitations on Contact: \_\_\_\_\_.

i. **Restrictions on Parenting Time (if applicable)**

Check here if applicable.

Parenting time shall be restricted as follows (state with specificity \_\_\_\_\_ persons, places, activities or other to or from which restrictions apply: \_\_\_\_\_).

State enforcement provisions, including but not limited to supervision, and if supervision by whom or what agency: \_\_\_\_\_.

Responsibility for Cost:  Plaintiff  Defendant  Both Equally

**Communication Restrictions (if applicable)**

Check here if applicable.

Please check:

Each parent shall promptly notify the other parent of a change of address, phone number or cell phone number. A parent changing residence must give at least 30 days advance notice of the change and provide the full address of the new residence.

Due to prior acts of family violence, the address of the child(ren) and victim of family violence shall be kept confidential. The protected parent shall promptly notify the other parent, through a third party, of any change in contact information necessary to conduct visitation.

### III. Access to Records and Information

#### **Rights of the Parents**

Absent agreement to limitations or court ordered limitations, pursuant to O.C.G.A. § 19-9-1 (b) (1) (D), both parents are entitled to access to all of the child(ren)'s records and information, including, but not limited to, education, health, extracurricular activities, and religious communications. Designation as a non-custodial parent does not affect a parent's right to equal access to these records.

Limitations on access rights: \_\_\_\_\_.

Other Information Sharing Provisions: \_\_\_\_\_.

#### **IV. Modification of Plan or Disagreements**

Parties may, by mutual agreement, vary the parenting time/visitation; however, such agreement shall not be a binding court order, nor shall it constitute a defense for contempt unless agreed on in writing. Custody shall only be modified by court order.

Should the parents disagree about this parenting plan or wish to modify it, they must make a good faith effort to resolve the issue between them.

#### **V. Special Considerations**

Please attach an addendum detailing any special circumstances of which the Court should be aware (e.g., health issues, educational issues, etc.)

#### **VI. Parental Acknowledgement**

Please review the following and initial:

1. I recognize that a close and continuing parent-child relationship and continuity in the child's life is in the child's best interest.

Plaintiff's Initials: \_\_\_\_\_ Defendant's Initials: \_\_\_\_\_

2. I recognize that our child's needs will change and grow as the child matures; I have made a good faith effort to take these changing needs into account so that the need for future modifications to the parenting plan are minimized.

Plaintiff's Initials: \_\_\_\_\_ Defendant's Initials: \_\_\_\_\_

3. I recognize that the parent with physical custody will make the day-to-day decisions and emergency decisions while the child is residing with such parent.

Plaintiff's Initials: \_\_\_\_\_ Defendant's Initials: \_\_\_\_\_

I, the undersigned party, affirm that the information I have provided with this proposal is true and correct.

\_\_\_\_\_  
*Plaintiff*

[Sign in presence of Notary Public]

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Georgia

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
*Defendant*

[Sign in presence of Notary Public]

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Georgia

My Commission Expires \_\_\_\_\_.

\_\_\_\_ COUNTY SUPERIOR COURT  
STATE OF GEORGIA

\_\_\_\_ )  
Plaintiff, )  
 )  
vs. )  
 )  
\_\_\_\_ )  
Defendant. )

Civil Action  
Case Number \_\_\_\_\_

**ORDER**

The Court has reviewed the foregoing Parenting Plan, and it is hereby made the Order of this Court.

**SO ORDERED**, this \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
**JUDGE**, Superior Courts  
Southern Judicial Circuit

In the Superior Court of \_\_\_\_\_ County, Georgia

\_\_\_\_\_, Plaintiff )  
vs. ) Civil Action No. \_\_\_\_\_  
\_\_\_\_\_, Defendant )  
)

**DOMESTIC RELATIONS FINANCIAL AFFIDAVIT OF PLAINTIFF**

1. AFFIANT'S NAME: \_\_\_\_\_ Age \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Age \_\_\_\_\_

Date of Marriage: \_\_\_\_\_ Date of Separation \_\_\_\_\_

Names and birth dates of children for whom support is to be determined in this action:

Name	Year of Birth & Age	Resides with
------	---------------------	--------------

_____	_____	_____
_____	_____	_____

Names and birth dates of affiant's other children:

Name	Year of Birth & Age	Resides with
------	---------------------	--------------

_____	_____	_____
_____	_____	_____

2. SUMMARY OF AFFIANT'S INCOME AND NEEDS

(a) Gross monthly income (from item 3A) \$ \_\_\_\_\_

(b) Net monthly income (from item 3C) \_\_\_\_\_

(c) Average monthly expenses (item 5A) \$ \_\_\_\_\_

Monthly payments to creditors + \_\_\_\_\_

Total monthly expenses and payments  
to creditors (item 5C) \_\_\_\_\_

(subsections (d) & (e) deleted)

3. A. AFFIANT'S GROSS MONTHLY INCOME (complete this section or attach Child Support Schedule A)

(All income must be entered based on monthly average regardless of date of receipt.)

Salary or Wages \$ \_\_\_\_\_  
ATTACH COPIES OF 2 MOST RECENT WAGE STATEMENTS

Commissions, Fees, Tips \$ \_\_\_\_\_

Income from self-employment, partnership, close corporations, and independent contracts (gross receipts minus ordinary and necessary expenses required to produce income)  
ATTACH SHEET ITEMIZING YOUR CALCULATIONS \$ \_\_\_\_\_

Rental Income (gross receipts minus ordinary and necessary expenses required to produce income)  
ATTACH SHEET ITEMIZING YOUR CALCULATIONS \$ \_\_\_\_\_

Bonuses \$ \_\_\_\_\_

Overtime Payments \$ \_\_\_\_\_

Severance Pay \$ \_\_\_\_\_

Recurring Income from Pensions or Retirement Plans \$ \_\_\_\_\_

Interest and Dividends \$ \_\_\_\_\_

Trust Income \$ \_\_\_\_\_

Income from Annuities \$ \_\_\_\_\_

Capital Gains \$ \_\_\_\_\_

Social Security Disability or Retirement Benefits \$ \_\_\_\_\_

Workers' Compensation Benefits \$ \_\_\_\_\_

Unemployment Benefits \$ \_\_\_\_\_

Judgments from Personal Injury or Other Civil Cases \$ \_\_\_\_\_

Gifts (cash or other gifts that can be converted to cash) \$ \_\_\_\_\_

Prizes/Lottery Winnings \$ \_\_\_\_\_

Alimony and maintenance from persons not in this case \$ \_\_\_\_\_

Assets which are used for support of family \$ \_\_\_\_\_

Fringe Benefits (if significantly reduce living expenses) \$ \_\_\_\_\_

Any other income (do NOT include means-tested Public assistance, such as TANF or food stamps) \$ \_\_\_\_\_

**GROSS MONTHLY INCOME** \$ \_\_\_\_\_  
(prior section B deleted)

B. Affiant's Net Monthly Income from employment (deducting only state and federal taxes and FICA) \$ \_\_\_\_\_

Affiant's pay period (i.e., weekly, monthly, etc.) \_\_\_\_\_

Number of exemptions claimed \_\_\_\_\_

#### 4. ASSETS

(If you claim or agree that all or part of an asset is non-marital, indicate the non-marital portion under the appropriate spouse's column and state the amount and the basis: pre-marital, gift, inheritance, source of funds, etc.).

Description	Value	Separate Asset of the Plaintiff	Separate Asset of the Defendant	<u>Basis of the Claim</u>
Cash	\$ _____	_____	_____	_____
Stocks, bonds	\$ _____	_____	_____	_____
CD's/Money Market Accounts	\$ _____	_____	_____	_____
Bank Accounts (list each account):				
_____	\$ _____	_____	_____	_____
_____	\$ _____	_____	_____	_____
_____	\$ _____	_____	_____	_____
<u>Retirement Pensions, 401K, IRA, or Profit Sharing</u>	\$ _____	_____	_____	_____
Money owed you:	\$ _____	_____	_____	_____
<u>Tax Refund owed you:</u>	\$ _____	_____	_____	_____

Real Estate:

home: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

other: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

Automobiles/Vehicles:

Vehicle 1: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

Vehicle 2: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

Life Insurance  
(net cash value):

\$ \_\_\_\_\_

Furniture/furnishings:

\$ \_\_\_\_\_

Jewelry:

\$ \_\_\_\_\_

Collectibles:

\$ \_\_\_\_\_

Other Assets:

\$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Assets:** \$ \_\_\_\_\_

5. A. AVERAGE MONTHLY EXPENSES

**HOUSEHOLD**

Mortgage or rent payments \$ \_\_\_\_\_ Cable TV \$ \_\_\_\_\_

Property taxes \$ \_\_\_\_\_ Misc. household and grocery  
Items \$ \_\_\_\_\_

Homeowner/Renter Insurance \$ \_\_\_\_\_ Meals outside the home \$ \_\_\_\_\_

Electricity \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

Water \$ \_\_\_\_\_ **AUTOMOBILE**

Garbage and Sewer \$ \_\_\_\_\_ Gasoline and oil \$ \_\_\_\_\_

		Repairs	\$ _____
Telephone:			
residential line:	\$ _____	Auto tags and license	\$ _____
		Insurance	\$ _____
cellular telephone:	\$ _____		
Gas	\$ _____	<b><u>OTHER VEHICLES</u></b>	
		<b>(boats, trailers, RVs, etc.)</b>	
		<u>Gasoline and oil</u>	\$ _____
Repairs and maintenance:	\$ _____	<u>Repairs</u>	\$ _____
Lawn Care	\$ _____	<u>Tags and license</u>	\$ _____
Pest Control	\$ _____	<u>Insurance</u>	\$ _____

**CHILDREN'S EXPENSES**

**AFFIANT'S OTHER EXPENSES**

Child care <u>(total monthly cost)</u>	\$ _____	Dry cleaning/laundry	\$ _____
School tuition	\$ _____	Clothing	\$ _____
Tutoring	\$ _____	<u>Medical, dental, prescription</u>	\$ _____
Private lessons (e.g., music, dance)	\$ _____	<u>(out of pocket/uncovered expenses)</u>	\$ _____
		Affiant's gifts (special holidays)	\$ _____
School supplies/expenses	\$ _____	Entertainment	\$ _____
Lunch Money	\$ _____	<u>Recreational Expenses (e.g.,</u>	\$ _____
		<u>fitness)</u>	
<u>Other Educational Expenses (list)</u>		Vacations	\$ _____
_____	\$ _____	Travel Expenses for Visitation	\$ _____
_____	\$ _____	Publications	\$ _____
Allowance	\$ _____	Dues, clubs	\$ _____
Clothing	\$ _____	Religious and charities	\$ _____
Diapers	\$ _____	Pet expenses	\$ _____
<u>Medical, dental, prescription</u>	\$ _____	Alimony paid to former spouse	\$ _____
<u>(out of pocket/uncovered expenses)</u>	\$ _____	<u>Child support paid for other</u>	\$ _____
Grooming, hygiene	\$ _____	<u>children</u>	
<u>Gifts from children to others</u>	\$ _____	<u>Date of initial order:</u>	_____

Entertainment \$ \_\_\_\_\_ Other (attach sheet) \$ \_\_\_\_\_

Activities (including extra-curricular, school, religious, cultural, etc.) \$ \_\_\_\_\_

Summer Camps \$ \_\_\_\_\_

**OTHER INSURANCE**

Health \$ \_\_\_\_\_  
 Child(ren)'s portion: \$ \_\_\_\_\_

Dental \$ \_\_\_\_\_  
 Child(ren)'s portion: \$ \_\_\_\_\_

Vision \$ \_\_\_\_\_  
 Child(ren)'s portion: \$ \_\_\_\_\_

Life \$ \_\_\_\_\_  
 Relationship of Beneficiary: \_\_\_\_\_

Disability \$ \_\_\_\_\_

Other(specify): \$ \_\_\_\_\_

**TOTAL ABOVE EXPENSES \$ \_\_\_\_\_**

**B. PAYMENTS TO CREDITORS**

(please check one)

To Whom:	Balance Due	Monthly Payment	Joint	Plaintiff	Defendant

**TOTAL MONTHLY PAYMENTS TO CREDITORS: \$ \_\_\_\_\_**

**C. TOTAL MONTHLY EXPENSES: \$** \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Affiant  
[Sign in the presence of a Notary Public]

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission Expires: \_\_\_\_\_

In the Superior Court of \_\_\_\_\_ County, Georgia

\_\_\_\_\_, Plaintiff )  
vs. ) Civil Action No. \_\_\_\_\_  
\_\_\_\_\_, Defendant )  
)

**DOMESTIC RELATIONS FINANCIAL AFFIDAVIT OF DEFENDANT**

1. AFFIANT'S NAME: \_\_\_\_\_ Age \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Age \_\_\_\_\_

Date of Marriage: \_\_\_\_\_ Date of Separation \_\_\_\_\_

Names and birth dates of children for whom support is to be determined in this action:

Name	Year of Birth & Age	Resides with
------	---------------------	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Names and birth dates of affiant's other children:

Name	Year of Birth & Age	<u>Resides with</u>
------	---------------------	---------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

2. SUMMARY OF AFFIANT'S INCOME AND NEEDS

(a) Gross monthly income (from item 3A) \$ \_\_\_\_\_

(b) Net monthly income (from item 3C) \_\_\_\_\_

(c) Average monthly expenses (item 5A) \$ \_\_\_\_\_

Monthly payments to creditors + \_\_\_\_\_

Total monthly expenses and payments  
to creditors (item 5C) \_\_\_\_\_

(subsections (d) & (e) deleted)

3. A. AFFIANT'S GROSS MONTHLY INCOME (complete this section or attach Child Support Schedule A)

(All income must be entered based on monthly average regardless of date of receipt.)

Salary or Wages \$ \_\_\_\_\_  
ATTACH COPIES OF 2 MOST RECENT WAGE STATEMENTS

Commissions, Fees, Tips \$ \_\_\_\_\_

Income from self-employment, partnership, close corporations, and independent contracts (gross receipts minus ordinary and necessary expenses required to produce income)  
ATTACH SHEET ITEMIZING YOUR CALCULATIONS \$ \_\_\_\_\_

Rental Income (gross receipts minus ordinary and necessary expenses required to produce income)  
ATTACH SHEET ITEMIZING YOUR CALCULATIONS \$ \_\_\_\_\_

Bonuses \$ \_\_\_\_\_

Overtime Payments \$ \_\_\_\_\_

Severance Pay \$ \_\_\_\_\_

Recurring Income from Pensions or Retirement Plans \$ \_\_\_\_\_

Interest and Dividends \$ \_\_\_\_\_

Trust Income \$ \_\_\_\_\_

Income from Annuities \$ \_\_\_\_\_

Capital Gains \$ \_\_\_\_\_

Social Security Disability or Retirement Benefits \$ \_\_\_\_\_

Workers' Compensation Benefits \$ \_\_\_\_\_

Unemployment Benefits \$ \_\_\_\_\_

Judgments from Personal Injury or Other Civil Cases \$ \_\_\_\_\_

Gifts (cash or other gifts that can be converted to cash) \$ \_\_\_\_\_

Prizes/Lottery Winnings \$ \_\_\_\_\_

Alimony and maintenance from persons not in this case \$ \_\_\_\_\_

Assets which are used for support of family \$ \_\_\_\_\_

Fringe Benefits (if significantly reduce living expenses) \$ \_\_\_\_\_

Any other income (do NOT include means-tested Public assistance, such as TANF or food stamps) \$ \_\_\_\_\_

**GROSS MONTHLY INCOME** \$ \_\_\_\_\_  
(prior section B deleted)

C. Affiant's Net Monthly Income from employment (deducting only state and federal taxes and FICA) \$ \_\_\_\_\_

Affiant's pay period (i.e., weekly, monthly, etc.) \_\_\_\_\_

Number of exemptions claimed \_\_\_\_\_

#### 4. ASSETS

(If you claim or agree that all or part of an asset is non-marital, indicate the non-marital portion under the appropriate spouse's column and state the amount and the basis: pre-marital, gift, inheritance, source of funds, etc.).

Description	Value	Separate Asset of the Plaintiff	Separate Asset of the Defendant	<u>Basis of the Claim</u>
Cash	\$ _____	_____	_____	_____
Stocks, bonds	\$ _____	_____	_____	_____
CD's/Money Market Accounts	\$ _____	_____	_____	_____
Bank Accounts (list each account):				
_____	\$ _____	_____	_____	_____
_____	\$ _____	_____	_____	_____
_____	\$ _____	_____	_____	_____
<u>Retirement Pensions, 401K, IRA, or Profit Sharing</u>	\$ _____	_____	_____	_____
Money owed you:	\$ _____	_____	_____	_____
<u>Tax Refund owed you:</u>	\$ _____	_____	_____	_____

Real Estate:

home: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

other: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

Automobiles/Vehicles:

Vehicle 1: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

Vehicle 2: \$ \_\_\_\_\_

debt owed: \$ \_\_\_\_\_

Life Insurance

(net cash value): \$ \_\_\_\_\_

Furniture/furnishings: \$ \_\_\_\_\_

Jewelry: \$ \_\_\_\_\_

Collectibles: \$ \_\_\_\_\_

Other Assets: \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Assets:** \$ \_\_\_\_\_

5. A. AVERAGE MONTHLY EXPENSES

**HOUSEHOLD**

Mortgage or rent payments \$ \_\_\_\_\_ Cable TV \$ \_\_\_\_\_

Property taxes \$ \_\_\_\_\_ Misc. household and grocery  
Items \$ \_\_\_\_\_

Homeowner/Renter Insurance \$ \_\_\_\_\_ Meals outside the home \$ \_\_\_\_\_

Electricity \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

Water \$ \_\_\_\_\_ **AUTOMOBILE**

Garbage and Sewer \$ \_\_\_\_\_ Gasoline and oil \$ \_\_\_\_\_

Telephone:		Repairs	\$ _____
<u>residential line:</u>	\$ _____	Auto tags and license	\$ _____
<u>cellular telephone:</u>	\$ _____	Insurance	\$ _____
Gas	\$ _____	<b><u>OTHER VEHICLES</u></b>	
		<b><u>(boats, trailers, RVs, etc.)</u></b>	
Repairs and maintenance:	\$ _____	Gasoline and oil	\$ _____
Lawn Care	\$ _____	Repairs	\$ _____
Pest Control	\$ _____	Tags and license	\$ _____
		Insurance	\$ _____

**CHILDREN'S EXPENSES**

**AFFIANT'S OTHER EXPENSES**

Child care <u>(total monthly cost)</u>	\$ _____	Dry cleaning/laundry	\$ _____
School tuition	\$ _____	Clothing	\$ _____
Tutoring	\$ _____	Medical, dental, <u>prescription</u> <u>(out of pocket/uncovered expenses)</u>	\$ _____
Private lessons (e.g., music, dance)	\$ _____	Affiant's gifts (special holidays)	\$ _____
School supplies/expenses	\$ _____	Entertainment	\$ _____
Lunch Money	\$ _____	<u>Recreational Expenses (e.g.,</u> <u>fitness)</u>	\$ _____
<u>Other Educational Expenses (list)</u>		Vacations	\$ _____
_____	\$ _____	Travel Expenses for Visitation	\$ _____
_____	\$ _____	Publications	\$ _____
Allowance	\$ _____	Dues, clubs	\$ _____
Clothing	\$ _____	Religious and charities	\$ _____
Diapers	\$ _____	<u>Pet expenses</u>	\$ _____
Medical, dental, prescription <u>(out of pocket/uncovered expenses)</u>	\$ _____	Alimony paid to former spouse	\$ _____
Grooming, hygiene	\$ _____	Child support paid <u>for other</u> <u>children</u>	\$ _____
Gifts <u>from children to others</u>	\$ _____	<u>Date of initial order:</u>	_____

Entertainment \$ \_\_\_\_\_ Other (attach sheet) \$ \_\_\_\_\_

Activities (including extra-curricular, school, religious, cultural, etc.) \$ \_\_\_\_\_

Summer Camps \$ \_\_\_\_\_

**OTHER INSURANCE**

Health \$ \_\_\_\_\_  
     Child(ren)'s portion: \$ \_\_\_\_\_

Dental \$ \_\_\_\_\_  
     Child(ren)'s portion: \$ \_\_\_\_\_

Vision \$ \_\_\_\_\_  
     Child(ren)'s portion: \$ \_\_\_\_\_

Life \$ \_\_\_\_\_  
     Relationship of Beneficiary: \_\_\_\_\_

Disability \$ \_\_\_\_\_

Other(specify): \$ \_\_\_\_\_

**TOTAL ABOVE EXPENSES \$ \_\_\_\_\_**

**B. PAYMENTS TO CREDITORS**

(please check one)

To Whom:	Balance Due	Monthly Payment	Joint	Plaintiff	Defendant

**TOTAL MONTHLY PAYMENTS TO CREDITORS: \$ \_\_\_\_\_**

D. TOTAL MONTHLY EXPENSES: \$ \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Affiant  
[Sign in the presence of a Notary Public]

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission Expires: \_\_\_\_\_

**IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY**  
**STATE OF GEORGIA**

_____	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. _____
	)	
_____	)	
	)	
Defendant.	)	

**MANDATORY SEMINAR NOTICE**

Pursuant to the Order of the Superior Courts of Southern Judicial Circuit, Georgia, you are hereby notified that you are required to attend and successfully complete the seminar for parents regarding the effects of divorce on minor children, BEFORE you ask the Court to grant the divorce. Seminar schedule together with fee requirements and locations, can be found in the Clerk of the Superior Court's office or the Southern Judicial Circuit Website.

Seminar attendance by both parties is mandatory. Failure to complete this seminar in a successful manner will result in appropriate action against you by the Court, including denial of the grant of divorce until the class is completed, or the dismissal of your case.

**IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY**  
**STATE OF GEORGIA**

_____	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE NO.
v.	)	
	)	_____
_____	)	
Defendant.	)	

**FINAL JUDGMENT AND DIVORCE DECREE**  
**WITH MINOR CHILDREN**

The above-styled case came before the Court for a final hearing on \_\_\_\_\_, 20\_\_\_\_. The Plaintiff appeared pro se. The Defendant  also appeared [OR]  did not appear.

Upon consideration of this case, and upon evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say, a divorce *a vinculo matrimonii*, between the parties to the above stated case upon legal principles.

It is considered, ordered, and decreed by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

Plaintiff and Defendant in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever and both shall have the right to remarry.

The parties  did not sign a settlement agreement OR  the settlement agreement signed by both parties and filed on \_\_\_\_\_, 20\_\_\_\_ is hereby incorporated and made part of this final decree of divorce.

The Plaintiff or Defendant (circle one)  requests a name change and the Court restores the prior maiden name, to wit: \_\_\_\_\_  
FIRST MIDDLE LAST  
 year of birth \_\_\_\_\_ OR the Plaintiff or Defendant  does not request a name change.

THE COURT HEREBY FINDS THAT the parties have \_\_\_\_\_ minor child(ren) together as issue of this marriage, who are listed below:

Child	Birth Year

THE COURT HEREBY ORDERS THE FOLLOWING:

1. CUSTODY

(a) The \_\_\_\_\_ shall have sole temporary and permanent custody of the child/children.

(b) The \_\_\_\_\_ shall have primary physical custody of the minor child/children and the parties shall share joint legal custody. The parties shall consult one another on all issues touching upon the health, medical and dental care, education (religious and secular), vacations, travel, summer activities, upbringing, and welfare of said minor children. However, where the parties cannot agree, the \_\_\_\_\_ shall be the ultimate decision maker. The parties will use their best efforts to insure that each parent is advised and informed regarding the progress and development of the parties' children.

(c) The parties shall have joint legal and joint physical custody of the minor child/children. The parties shall consult one another on all issues touching upon the health, medical and dental care, education (religious and secular), vacations, travel, summer activities, upbringing, and welfare of said minor children. However, where the parties cannot agree, the \_\_\_\_\_ shall be the ultimate decision maker. The parties will use their best efforts to insure that each parent is advised and informed regarding the progress and development of the parties' children.

2. VISITATION

(a) The \_\_\_\_\_ shall have the right of reasonable visitation with the minor children, at any time by mutual consent of the parties. However, if the parties cannot agree then the following provisions apply: See attached "Exhibit A" the standard circuit visitation schedule.

(b) No visitation is ordered at this time.

(c) The parties shall visit as agreed upon in their incorporated settlement agreement.

(d) The \_\_\_\_\_ shall have visitation with the minor children as follows:

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3. OTHER PARENTAL RIGHTS

(a) None of the parental rights listed below in (b) through (c) are ordered at this time.

(b) Addresses and Telephone Numbers: The parties shall provide each other with their current home address and telephone number, as well as any other telephone number to call in case of emergency; they shall also notify each other of any change in the address or telephone number at least 15 days prior to the change.

(c) Telephone Communication: When the child/children are with the other parent, that parent with whom the children are not with shall have open and reasonable rights of telephonic communication with said child at all times within the bounds of good taste and common sense considering the age of the child.

4. CHILD SUPPORT

(a) This issue is not addressed in this Final Judgment, either because the Court lacks personal jurisdiction over the Defendant, or because the parties have not asked the Court to decide the issue of child support.

(b) A previously entered Child Support Order in Case No \_\_\_\_\_ shall hereby be incorporated and made part of this final decree.

(c) The (Plaintiff or Defendant) \_\_\_\_\_ shall pay to (Plaintiff or Defendant) \_\_\_\_\_, for the support of the minor child(ren) the sum of \_\_\_\_\_ (dollars) (\$\_\_\_\_\_) weekly/bi-weekly or monthly (circle one) beginning on \_\_\_\_\_, 20\_\_\_\_. Said child support shall continue monthly thereafter until each child reached the age of 18, dies, marries or otherwise become emancipated; except that if a child becomes 18 years old while enrolled in and attending high school on a full time basis, then child support shall continue until the child graduates or reached the age of 20, whichever occurs first. Said payments shall be paid  through the \_\_\_\_\_ County Clerk of Court along with any and all statutory handling fees OR  directly to the \_\_\_\_\_ at their home address.

5. HEALTH INSURANCE FOR CHILDREN

(a) This issue is not addressed in this Final Judgment, either because the Court lacks personal jurisdiction over the Defendant, or because the parties have not asked the Court to decide this issue.

(b) The (Plaintiff or Defendant) \_\_\_\_\_ shall maintain health insurance on the minor child/children. The parties shall split all uncovered health costs 50/50.

6. ALIMONY

(a) This issue is not addressed in this Final Judgment, either because the Court lacks personal jurisdiction over the Defendant, or because the parties have not asked the Court to decide this issue.

(b) The (Plaintiff or Defendant) \_\_\_\_\_ shall pay to the (Plaintiff or Defendant) \_\_\_\_\_ as alimony, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month, beginning on \_\_\_\_\_ and

continuing monthly thereafter until  (1) the recipient dies or remarries OR  (2) for a period of \_\_\_\_\_.

(c) Neither party is entitled to alimony.

7. PROPERTY DIVISION

(a) This issue is not addressed in this Final Judgment, either because the Court lacks personal jurisdiction over the Defendant, or because the parties have not asked the Court to decide this issue.

(b) The parties have already made a division of all marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, and other personal property.

(c) The parties possess various items of marital property, which shall be divided as provided in this Final Judgment. The parties shall transfer possession and title, if necessary, to their property as follows:

<b>PLAINTIFF</b>	<b>DEFENDANT</b>

Said property shall be transferred to the party listed above, by or before \_\_\_\_\_, 20\_\_\_\_\_.

8. DEBT

(a) The parties have no outstanding joint marital debt.

(b) The parties division of debt shall be as agreed upon in their incorporated settlement agreement.

(c) The responsibility for payments of the parties' joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party

The responsible party listed above for each debt shall indemnify and hold the other party harmless for any collections on that debt.

9. OTHER SPECIAL PROVISIONS

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Both parties are hereby enjoined and restrained from molesting or harassing the other party.

**SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**JUDGE**, Superior Courts  
Southern Judicial Circuit



PLEASE PRINT OR TYPE ALL INFORMATION LEGIBLY AND CORRECTLY BELOW.

REQUIRED INFORMATION			
CIVIL ACTION NUMBER		DATE DECREE GRANTED (MONTH, DAY, YEAR)	COUNTY DECREE GRANTED
FIRST NAME OF PARTY 1	MIDDLE NAME	LAST NAME	LAST NAME AT BIRTH
DATE OF BIRTH (MONTH, DAY, YEAR)	COUNTY OF RESIDENCE		NUMBER OF THIS MARRIAGE (FIRST, SECOND, ETC.)
FIRST NAME OF PARTY 2	MIDDLE NAME	LAST NAME	LAST NAME AT BIRTH
DATE OF BIRTH (MONTH, DAY, YEAR)	COUNTY OF RESIDENCE		NUMBER OF THIS MARRIAGE (FIRST, SECOND, ETC.)
SPECIFY GROUNDS FOR DIVORCE (19-5-3, OCGA)			NUMBER OF CHILDREN LESS THAN 18 AFFECTED BY THIS DECREE

This above Report may be reproduced by use of a computer. However, the finished Report must be a close reproduction of the original, and prior review and approval must be obtained from the State Registrar before use. (31-10-7, O.C.G.A.)

**31-10-22. Record of divorce, dissolutions, and annulments.**

(a) A record of each divorce, dissolution of marriage, or annulment granted by any court of competent jurisdiction in this state shall be filed by the clerk of the court with the department and shall be registered if it has been completed and filed in accordance with this Code section. The record shall be prepared by the petitioner or the petitioner’s legal representative on a form prescribed and furnished by the state registrar and shall be presented to the clerk of the court with the petition. In all cases, the completed record shall be a prerequisite to the granting of the final decree.

(b) The clerk of the superior court shall complete and forward to the department on or before the tenth day of each calendar month the records of each divorce, dissolution of marriage, or annulment decree granted during the preceding calendar month.