
Name

Mailing Address

City, State Zip Code

Phone Number Email

- Petitioner (without attorney/advocate)
- Respondent (without attorney/advocate)
- Attorney/Advocate for _____

IN THE TRIBAL COURT OF THE CONFEDERATED SALISH AND KOOTENAI
TRIBES OF THE FLATHEAD RESERVATION, PABLO, MONTANA

<p>In re the Marriage of:</p> <p>_____</p> <p>Petitioner(s)</p> <p>and</p> <p>_____</p> <p>Respondent</p>	<p>Cause No. _____</p> <p><input type="checkbox"/> PETITIONER</p> <p><input type="checkbox"/> RESPONDENT</p> <p><input type="checkbox"/> Other: _____</p> <p style="text-align: center;">PROPOSED PROPERTY DISTRIBUTION AGREEMENT</p>
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To promote the amicable settlement of disputes among parties, parties getting a divorce (dissolution of marriage) or legal separation may enter into a written agreement for property distribution containing provisions for maintenance (spousal support) for either party and for the disposition of property and debt. The Court must follow the property distribution agreement as it pertains to the parties themselves and to property, unless the Court finds the agreement unconscionable, in which case it may order the parties to submit a revised agreement.

You may use this form as a property distribution agreement to submit to the Court. This standard form **does not** include every possible issue that may be relevant to the facts of your case. A section entitled "Other Terms" is available for you to identify unique issues that you may have in your case. **If you need more space than is provided, attach additional pages to the form. Any additional pages must include signatures.**

This is a:

- Full Agreement** (We agree to everything and this Agreement is signed by both parties)
- Partial Agreement** (We agree to some things and this Agreement is signed by both parties)
- No Agreement** (Prepared by signer and mailed to the other party)

If this is a partial Agreement or the Agreement was prepared by one party, please complete and file with the Court a **Pretrial Statement [TCF 0041]** to identify issues that you have not agreed

on. This is a required form if you have any issues that you cannot agree on. A hearing may be necessary to address the issues.

SECTION 1: ASSETS

You **must** list all assets as identified on the **Sworn Financial Statement [TCF 0020]**. If you do not own any assets within the category identified, please check the appropriate box. If you do own the asset, please identify who will have possession of the asset and who will be responsible for any obligations for the asset, if applicable.

It is important to remember that it is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institutions, insurance companies, etc. of any changes.

Petitioner (“P”) throughout this Agreement means and refers to _____ (name).
Respondent (“R”) throughout this Agreement means and refers to _____ (name.)

A. Real Estate [Check all that apply]

- The parties do not own any Real Estate.
- The parties agree to the following terms relating to all Real Estate owned.

Identify address	Party who will take ownership and title.		Party who will assume all obligations. (Mortgage, Taxes, Insurance)		
	P	R	P	R	Both (indicate %)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%

- The parties agree to sell the Real Estate. Any proceeds or monies owed following the sale will be divided to the parties as follows: Petitioner: \$ _____ or _____% and Respondent \$ _____ or _____%.
- The parties agree to prepare documents (e.g. Quit Claim Deed) to transfer title by _____ (date).
- The party who will take ownership and title of the property
 - will have _____ months from _____ (date) or
 - will have until _____ (date) to refinance the loan and remove the other spouse from the debt.
- The parties agree to an equity payout.
 - Petitioner Respondent will pay \$ _____ to Petitioner Respondent by _____ (date).

The parties have already transferred title and have notified the lender of the change in ownership per this agreement.

Other: _____

B. Motor Vehicles and/or Recreation Vehicles [Check all that apply]

The parties do not own any Motor Vehicles and/or Recreation Vehicles.

The parties agree to the following terms relating to all Motor Vehicles & Recreation Vehicles owned.

Identify type				Party who will take ownership and title.		Party who will assume all obligations. (Loan Payment, Registration, Insurance)		
Year	Make	Model	VIN#	P	R	P	R	Both (indicate %)
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ___% R ___%
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ___% R ___%
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ___% R ___%
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ___% R ___%
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P ___% R ___%

The parties agree to sign over the respective title of each vehicle by _____ (date).

The party who will take ownership and title of the vehicles

will have _____ months from _____ (date) or

will have until _____ (date) to refinance the loan and remove the other spouse from the debt.

The parties have already transferred title per this agreement.

Other:

C. Cash on Hand, Bank, Checking, and Savings Accounts [Check all that apply]

- The parties do not have any accounts.
- The parties agree to the following terms relating to all accounts.

Identify Name of Bank or Financial Institution	Identify Type of Bank Account	Distribution of each account.		
		P = 100%	R = 100%	Both (indicate %)
		<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
		<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
		<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
		<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%
		<input type="checkbox"/>	<input type="checkbox"/>	P _____% R _____%

- The parties agree to divide/transfer the funds by _____ (date).
 - The parties have already divided/transferred the funds per this agreement.
 - Other: _____
-

D. Life Insurance [Check all that apply]

- The parties do not have life insurance.
- Neither party will be required to carry life insurance on his/her life.
- The parties agree to the following terms relating to all life insurance accounts.
- Petitioner will carry life insurance on their life in the amount of \$ _____ with _____ (name of spouse) as beneficiary
 - for _____ (years/months) or until _____ (specific date)

AND/OR

- Respondent will carry life insurance on their life in the amount of \$ _____ with _____ (name of spouse) as beneficiary
 - for _____ (years/months) or until _____ (specific date)
 - Other: _____
-

E. Furniture, Household Goods, and Other Personal Property [Check all that apply]

- The parties do not have any assets in this category.
- The parties have divided the furniture, household goods, and other personal property and are satisfied with the division.
- The parties agree to the following terms relating to all furniture, household goods and other personal property.

Identify Items	P	R	Identify Items	P	R
	<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"/>	<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"/>

- The parties agree to divide the furniture, household goods, and other personal property by _____ (date).
- Other: _____

F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts [Check all that apply]

- The parties do not have any accounts.
- The parties agree to the following terms relating to all accounts.

Identify name of Stock, Bond, Mutual Fund, etc.	Distribution of Funds, Shares, etc.		
	P = 100%	R = 100%	Both (indicate %)
	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%

- The parties agree to divide/transfer the funds by _____ (date).
- The parties have already divided/transferred the funds per this agreement.

Other: _____

G. Pension, Profit Sharing or Retirement Funds [Check all that apply]

- The parties do not have any funds.
- The parties agree to the following terms relating to all retirement accounts.

Identify type of Pension, Profit Sharing or Retirement Fund	Distribution of Funds, Shares, etc. within the various accounts.		
	P = 100%	R = 100%	Both (indicate %)
	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%

- The parties agree to divide/transfer the funds by _____ (date).
- The parties have already divided/transferred the funds per this agreement.
- Petitioner Respondent is responsible for preparing and submitting a Qualified Domestic Relations Order (QDRO) or other retirement division order by contacting their fund provider or an attorney by _____ (date).

The cost to prepare the QDRO or retirement division order will be paid as follows: Petitioner: _____% and Respondent: _____%. ***Note: A QDRO or retirement division order is necessary in order for the division of the retirement plan to be completed. Without a QDRO or retirement division order, plans will not be divided regardless of the parties' agreement identified within this form.***

Other: _____

H. Miscellaneous Assets

NOTE: When completing this section, please consider items identified on the Sworn Financial Statement under "Miscellaneous Assets" and "Separate Property".

- The parties do not have any assets in this category.
- The parties agree to the following terms relating to all miscellaneous assets listed below.

Identify Items	P	R	Identify Items	P	R
	<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"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

- The parties agree to divide the various assets listed above by _____ (date).
- The parties have already divided the various assets listed above per this agreement.
- Other: _____

SECTION 2: DEBTS (unsecured)

List unsecured debts such as credit cards, store charge accounts, loans from family members, back taxes owed to the I.R.S., etc. **Do not** list debts that are liens against your property, such as mortgages and car loans, because that payment is already listed above.

- The parties do not have any debt.
- The parties agree to the following terms relating to all debt and the party responsible for the debt will indemnify and hold the other party harmless.

<u>Identify Name of Creditor</u>	<u>Date of Balance</u>	<u>Balance</u>	<u>Party Responsible for future payments.</u>		
			P	R	Both (indicate %)
		\$	<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
			<input type="checkbox"/>	<input type="checkbox"/>	P ____% R ____%
Total debt to be assumed by Petitioner		\$	P ____%		
Total debt to be assumed by Respondent		\$	R ____%		

Other: _____

SECTION 3: TAXES

The parties will file a joint separate married filing separately tax return for _____ (identify tax year(s)).

State and Federal refunds and/or money owed will be allocated as follows:
Petitioner: _____% and Respondent: _____%.

Other: _____

SECTION 2: SPOUSAL MAINTENANCE (Spousal/Partner Support)

Both parties acknowledge that they have reviewed the maintenance guidelines that the Tribal Court currently considers as guidance contained in MCA, §40-4-208.

Both parties forever waive their right to receive maintenance. The parties understand that once the Court accepts a party's waiver, that party may **never** request maintenance.

Both parties agree to the terms of the following Maintenance Agreement:

1. Petitioner Respondent shall pay maintenance to Petitioner Respondent.
2. The Payments will be weekly bi-weekly twice a month monthly in the amount of \$ _____. In order for the Court to modify this provision in the future, you must select 4(b) below.
3. Payments will begin on _____ (date) and will end on _____ (date). In order for the Court to modify this provision in the future, you must select 4(b) below.
4. The parties agree on one of the following terms: (Select either (a) or (b). DO NOT select both.)
 - a. The terms of this Maintenance Agreement are contractual in nature and shall not be modified in the future.

OR

- b. The following terms of the Maintenance Agreement are modifiable by the Court: (You may select one or both of the two following options.)
 - (1) The amount of the maintenance payments; and/or
 - (2) The amount of time that the maintenance shall be paid.

5. Maintenance shall be paid: (check one)

Directly to Petitioner Respondent.

Other:

SECTION 5: OTHER TERMS

Identify below any agreements not identified in Sections 1 – 4.

Important Information - Please Read

- ◆ **Change of title does not end the obligation you may have to notify the financial institution. Court approval of any provision to remove either party from a loan does not require the lender to actually release the party from the commitment.**
- ◆ **It is the responsibility of the party who is awarded the asset to prepare the necessary documents to change the title of the property with the county and to notify any financial institution, insurance companies, etc. of any changes.**
- ◆ **Joint debt of any kind, for example mortgage, cars, credit cards, remain joint until paid in full or refinanced. Joint credit cards should be destroyed and individual credit cards issued to each spouse to avoid future liability.**

The Parties understand that if either of them refuses to execute any documents under this agreement, the Clerk of the Court may do so. A party may also ask the Court for sanctions for the other party's refusal to follow this Order.

Please re-read this document carefully to make sure it accurately reflects your proposal and/or agreement. If this document is a full or partial agreement, it includes all agreed upon terms and your signature below indicates that you have read and agree with all terms identified within this agreement. If there is no agreement, then you are submitting your own proposed agreement and your signature below indicates that you have read and agree with all terms identified within this agreement.

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- By checking this box, I am acknowledging I am filling in the blanks and **not** changing anything else on the form.
 - By checking this box, I am acknowledging that I have made a change to the original content of this form.
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VERIFICATION

I, _____, swear/affirm under penalty of perjury that I have read the foregoing document and that the information provided set forth therein is true and correct to the best of my knowledge.

Signature

Date

Subscribed and sworn to or affirmed before me at _____, Montana on the ____ day of _____, _____.

(SEAL)

Clerk of Court, Notary Public or other person authorized to administer oath.

My commission expires: _____

VERIFICATION

I, _____, swear/affirm under penalty of perjury that I have read the foregoing document and that the information provided set forth therein is true and correct to the best of my knowledge.

Signature

Date

Subscribed and sworn to or affirmed before me at _____, Montana on the ____ day of _____, _____.

(SEAL)

Clerk of Court, Notary Public or other person authorized to administer oath.

My commission expires: _____

IF ONLY ONE PARTY SIGNS THIS MOTION, COMPLETE THE CERTIFICATE OF SERVICE BELOW

CERTIFICATE OF MAILING

I, _____, do hereby certify that a true and accurate copy of the **PROPOSED PROPERTY DISTRIBUTION AGREEMENT** was filed with the Court and simultaneously mailed to the opposing parties on this ____ day of _____, 20____, at the addresses given below.

Signature