

## INSTRUCTIONS

1. **Petition for Dissolution (without minor children)**: Complete and both petitioners *sign* the Petition for Dissolution of Marriage.
  - Make **two** additional copies of the original:
    - The original Petition is filed with the Domestic Relations Court.
    - Each petitioner should receive a time-stamped copy back from the Clerk.
2. **Separation Agreement**: Complete and both petitioners *sign and date* the Separation Agreement.
  - You may use the basic form in the packet, adding to it as necessary for your situation or create your own agreement following the suggested format. However, if you create your own agreement entirely, it is suggested that you consider having an attorney review it for completeness.
  - When you are satisfied with your agreement, each party should sign **two** original copies and **four** extra copies should be made. The original signed agreements are attached to the PETITION and the DECREE.
3. **Waiver of Service**: Complete and both petitioners sign the Waiver of Service.
4. **Judgment Entry/Decree of Dissolution**: Complete and both petitioners sign the Judgment Entry/Decree of Dissolution.
  - Make **two additional copies**, and attach the three copies of the SEPARATION AGREEMENT to the decrees. The Court requires THREE complete copies of the Decree to be submitted at least ten days before the final hearing.
5. **Filing**: Take all the original forms and copies to the Clerk of Courts office to file. You will make a court cost deposit of **\$301.00** when you file. The Clerk will time-stamp your copies of the Petition and return them to you. The Clerk will keep the extra copies of the Decree for your final hearing.
6. **Helpful Hints**: If you have questions or are unsure how to complete the forms, you may request a pre-filing mediation session to meet with the Mediation Magistrate or you may attend the Court's Legal Resource Center.
  - i. Make sure that both parties sign all forms.
  - ii. Complete all blanks on the forms, if you think it does not apply to you, then mark it N/A.
  - iii. Single-sided copies only.
  - iv. If you have questions or need help, please visit the Legal Resource Center or schedule a Mediation Conference for both parties. There is no charge for this assistance, and it can ensure that your forms are correct.
  - v. **Remember that both parties must attend the final hearing.**

**CASE DESIGNATION FORM**

Court Case No.: \_\_\_\_\_  
Your Name: \_\_\_\_\_  
Your Address: \_\_\_\_\_  
\_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Your Phone No.: \_\_\_\_\_  
Your Attorney: \_\_\_\_\_  
\_\_\_\_\_

Name of Other Party: \_\_\_\_\_  
Other Party's Address: \_\_\_\_\_  
\_\_\_\_\_  
Other Party's SSN: \_\_\_\_\_  
Other Party's DOB: \_\_\_\_\_  
Other Party's Email: \_\_\_\_\_  
Other Party's Phone No.: \_\_\_\_\_  
Other Party's Attorney: \_\_\_\_\_

Is there a Civil Protection Order (CPO) currently in effect?     Yes     No

Is there a bankruptcy proceeding currently in progress?     Yes     No

If yes, please identify filing party(ies) & case number: \_\_\_\_\_

Names/Dates of Birth of Children Born to these parties:

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

Is there proof of paternity for the children above?     Yes     No

Signed Birth Certificate:     Yes     No

DNA Testing Performed:     Yes     No

If other, please explain and provide documents: \_\_\_\_\_

If you are NOT a parent, what is your relationship to the parties and children?

\_\_\_\_\_

Name and address(es) of children's school(s):

\_\_\_\_\_

Please describe what the current parenting schedule, if any, is like:

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

Completed by (please print): \_\_\_\_\_ Date: \_\_\_\_\_

**IN THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
MEDINA COUNTY, OHIO**

NAME	)	CASE NO.
	)	
ADDRESS	)	JUDGE MARY R. KOVACK
	)	
CITY, STATE, ZIP	)	
	)	
DATE OF BIRTH	)	
<b>Petitioner-1</b>	)	
	)	
<b>and</b>	)	
	)	
NAME	)	<b><u>PETITION FOR DISSOLUTION</u></b>
	)	<b><u>OF MARRIAGE</u></b>
ADDRESS	)	<b>(WITHOUT MINOR CHILDREN)</b>
	)	
CITY, STATE, ZIP	)	
	)	
DATE OF BIRTH	)	
<b>Petitioner-2</b>	)	

1. One or both of the parties have been residents of the State of Ohio for at least six months preceding the filing of the Petition.
2. The parties were married on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ in the state of \_\_\_\_\_ and there are no minor children born as issue of the marriage.
3. The parties have signed a separation agreement providing for a division of property and the same is attached and incorporated herein.

WHEREFORE, the parties petition the Court for a Decree of Dissolution of their marriage incorporating their Separation Agreement.

\_\_\_\_\_  
Petitioner-1

\_\_\_\_\_  
Petitioner-2

**IN THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
MEDINA COUNTY OHIO**

<b>Petitioner-1</b>	)	<b>CASE NO.</b>
	)	
<b>and</b>	)	<b>JUDGE MARY R. KOVACK</b>
	)	
<b>Petitioner-2</b>	)	<b><u>WAIVER OF SERVICE</u></b>
	)	

**WAIVER OF SERVICE and 14-DAY WAITING PERIOD**

We, the undersigned petitioners, being of legal age and not under any disability, state that we have each received a copy of the Petition and hereby waive service of Summons in regard to the above-captioned matter.

We also waive the requirement of a Magistrate's Decision and Recommendation and the 14-day waiting period for the Judge to approve the Judgment Entry.

\_\_\_\_\_  
PETITIONER-1

\_\_\_\_\_  
PETITIONER-2

**SEPARATION AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ here after referred to as Petitioner-1, and \_\_\_\_\_ here after referred to as Petitioner-2, both of whom say the following:

That they were married at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_; and, there are no minor children born as issue of the marriage and none are expected at this time,

WHEREAS, unfortunate differences have arisen between the parties, and they both desire to completely settle all matters between them arising out of their marriage including:

The past, present and future support of each other;

The right to any and all property each may have by virtue of their marriage; and

All other benefits and privileges conferred, and all obligations imposed on each by virtue of their marriage relation, or otherwise accruing to either.

THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration from each to the other passing, it is hereby agreed to by and between the parties as follows:

1. **SEPARATION**. The parties shall at all times hereafter live separate and apart, and each shall be free from interference, authority or control, direct or indirect, of the other, as fully as if he or she were unmarried. Each may reside at such place or places as he or she may select.
  
2. **FULL DISCLOSURE**. Each party represents that he or she has made full and complete disclosure of all assets and debts, accounts receivable and payable, earnings and benefits from employment, or the like, to the other and neither has concealed any such fact from the other.
  
3. **COMMON DEBTS**. The Petitioner-1 shall pay, indemnify, and hold the Petitioner-2 harmless from the following debts of the marriage:

<u>CREDITOR</u>	<u>AMOUNT OWED</u>

The Petitioner-2 shall pay, indemnify and hold the Petitioner-1 harmless from the following debts of the marriage:

<u>CREDITOR</u>	<u>AMOUNT OWED</u>

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And as otherwise provided in this Agreement.

All future debts or liabilities of the parties shall be the responsibility of the party incurring the debts or liabilities unless the responsibility has been otherwise fixed by this Agreement.

4. **NON-USE OF OTHER'S CREDIT.** Neither Petitioner-1 nor Petitioner-2 shall, from the date of signing this Agreement, incur any debts or obligations upon the credit of the other. Each shall indemnify and hold the other harmless of any debt or obligation he or she has caused upon the credit of the other.

5. **MOTOR VEHICLES.** The following motor vehicles owned by the parties shall be divided as follows:

The Petitioner-1 shall take as his or her own property, free and clear of any claim of Petitioner-2 and be solely responsible for any loan or encumbrance thereon, the \_\_\_\_\_ (year, make, model), presently titled to \_\_\_\_\_ (owner's) name.

The Petitioner-2 shall take as his or her own property, free and clear of any claim of the Petitioner-1 and be solely responsible for any loan or lien thereon, the \_\_\_\_\_ (year, make, model), presently titled to \_\_\_\_\_ (owner's) name.

The parties shall accordingly execute title transfer documents, if necessary, before the final hearing on this matter or as agreed.

6. **REAL ESTATE.** (Choose A or B or C)

A. There is no real property owned by the parties.

B. The Marital home is located at:

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and shall be retained by the \_\_\_\_\_ (Petitioner-1 or Petitioner-2), free from any claims by the \_\_\_\_\_ (other party) who shall execute and deliver a quitclaim deed to the effect. The \_\_\_\_\_ (Petitioner-1 or Petitioner-2), who retains the marital home, shall pay any mortgages or indebtedness related to the marital home and shall hold the \_\_\_\_\_ (other party) harmless thereupon. \_\_\_\_\_

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The party retaining the home shall refinance the mortgage to remove the other party's name and liability on or before \_\_\_\_\_

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- C. The marital home shall be listed for sale at an agreed upon price and the parties will divide the net proceeds as follows:

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7. **PENSIONS AND OTHER INTANGIBLE ASSETS.** (Choose A or B or C)

- A. There are no pensions, retirement accounts, credit union accounts, profit sharing accounts, mutual funds, or any other similar equity accounts owned by either party.
- B. Each party will retain as his or her own any intangible asset titled in his or her own name, including but not limited to: pension and/or retirement accounts, credit union accounts, profit sharing accounts, mutual funds, or any other similar equity accounts, free and clear of any claims of the other.
- C. Retirement funds shall be divided as follows by the parties:

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8. **PERSONAL PROPERTY AND HOUSEHOLD GOODS.** (Chose A or B)

A. The parties agree that the personal property and household goods of the parties has already been divided and shall be held by the party in whose possession it is currently retained, free from claim by the other.

- B. Property listed below to be divided upon: (chose 1 or 2)
  - 1) The date this Agreement is signed
  - 2) On \_\_\_\_\_(date)As Follows:

Petitioner-1 takes the following:

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Petitioner-2 takes the following:

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9. **BANK ACCOUNTS.** (Choose A or B or C)

- A. The parties have no joint bank accounts.
- B. The parties agree that the bank account(s) of the parties has(have) already been divided and shall be held by the party in whose name it is currently held, free from any claim by the other.
- C. The accounts listed below will be divided upon (choose No. 1 or No. 2):
  - 1) the date this agreement is signed;
  - 2) on \_\_\_\_\_(date): as follows:

<u>Present Owner</u>	<u>Name of Bank</u>	<u>Present Value</u>	<u>Will Go To</u>
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10. **TAX RETURN.**

Petitioner-1/Petitioner-2/Both parties (cross out appropriate words) acknowledge that he/she/each of them (cross out appropriate words) has filed an income tax return for the year 20\_\_\_\_, and agree that any tax refunds or amounts owing will be the sole property or responsibility of the party who filed the return.

11. **SPOUSAL SUPPORT.** (choose A or B of **each** of the following two sections).

***Section 1***

- A. The parties each hereby waive any entitlement to or award of spousal support from the other.
- B. Beginning on \_\_\_\_\_, the \_\_\_\_\_ (Petitioner-1 or Petitioner-2) shall pay to \_\_\_\_\_ (Petitioner-1 or Petitioner-2), \$\_\_\_\_\_per month for a period of \_\_\_\_\_(months or years) or until the death of either party, remarriage of the recipient, or cohabitation with another adult person, whichever comes first, of the recipient, as and for spousal support.



## **Section 2**

- A. The Court shall retain jurisdiction over the issue of spousal support. (This means that this agreement regarding spousal support could be brought back to court for a new agreement or a modification by the court in the future).
  - B. The Court shall not retain jurisdiction over the issue of spousal support. (This means that this agreement regarding spousal support can never be brought back to court to establish or modify support).
12. **LIFE INSURANCE.** The \_\_\_\_\_(Petitioner-1 and/or Petitioner-2) shall maintain in effect any life insurance policy available through his and/or her employment, naming the other party as the sole beneficiary of any such policy until such time as his and/or her spousal support obligations terminate as enumerated above.
13. **APPLICABLE LAW.** All provisions of this Agreement shall be construed and enforced pursuant to the laws of the state of Ohio.
14. **PARTIES BOUND.** So long as any provision of this Separation Agreement is in effect, the provisions hereof shall be binding upon the heirs, executors, administrators, devisees, successors in interest, and fiduciaries of each party, and such persons are hereby authorized and directed to do all things necessary to comply with and effect the intent and purposes of this Agreement.
15. **EFFECTIVE DATE.** The Separation Agreement shall be binding as of the date that is has been signed by both Petitioner-1 and Petitioner-2.
16. **MUTUAL RELEASE.** Except as herein provided, each party does hereby release and discharge completely and forever the other from an y and all past, present and future rights to a division of property, and right of dower, any right to act as administrator or executor in the estate of the other, any right of distributive share in the estate, any right of exemption in the estate of the other, or any other property rights, benefits or privileges accruing to either party because of the marriage relationship or otherwise, whether the same are conferred by statutory law, or the common law of Ohio or of any other state of the United States. It is the understanding between the parties that this Agreement, except as otherwise provided herein, forever and completely adjusts, settles, disposes of and terminates any and all rights, claims, privileges and benefits that each now has or may have reason to believe each has against the other arising out of said marriage relationship or otherwise, and whether the same are conferred by the laws of the state of Ohio or any other state of the United States, which now or which may hereafter be in force and effect.
17. **FULL UNDERSTANDING.** Each party fully understand all of the terms of the Agreement and agrees that the terms represent the entire understanding between them; that each party has read this Agreement and



**IN THE COURT OF COMMON PLEAS  
DIVISION OF DOMESTIC RELATIONS  
MEDINA COUNTY, OHIO**

NAME	)	<b>CASE NO.</b>
	)	
ADDRESS	)	<b>JUDGE MARY R. KOVACK</b>
	)	
CITY, STATE, ZIP	)	
	)	
DATE OF BIRTH	)	
<b>Petitioner-1</b>	)	
	)	
<b>and</b>	)	
	)	
NAME	)	<b><u>JUDGMENT ENTRY</u></b>
	)	<b><u>DECREE OF DISSOLUTION</u></b>
ADDRESS	)	
	)	
CITY, STATE, ZIP	)	
	)	
DATE OF BIRTH	)	
<b>Petitioner-2</b>	)	

This matter came on for hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before the Honorable Mary R. Kovack, Judge of the Medina County Common Pleas Court, Domestic Relations Division, upon the Petition of the parties for a dissolution of marriage and the Separation agreement as attached. Both petitioners were present in Court, *pro se*, and based upon the testimony and evidence presented, the Court finds as follows:

More than thirty (30) days have elapsed after the filing of the Petition of Dissolution of Marriage.

One or both of the Petitioners were residents of the State of Ohio for at least six (6) months and County of Medina for at least ninety (90) days immediately preceding the filing of the Petition herein, and that service thereof was waived by both Petitioners.

The parties were married in the State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and there are no minor children born as issue of said marriage and none are expected at this time.

The Petitioners have acknowledged that they voluntarily entered into the Separation Agreement attached to the original Petition of Dissolution, which the Court finds to be fair and equitable, and each Petitioner is satisfied with the terms and conditions contained in said Separation Agreement and each Petitioner has made full disclosure of his or her assets, and each desire that the Court ratify, approve and incorporate said Separation Agreement into this final Decree.

That irreconcilable differences have arisen between the parties and that each Petitioner desires to have the marriage contract terminated and dissolved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage contract existing between the Petitioners be and the same is hereby dissolved, terminated and set aside.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Separation Agreement attached to the original Petition filed herein, a copy of which is attached as Exhibit A, is approved and incorporated into this Decree as if fully rewritten at length.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Petitioner-1 or Petitioner-2 is restored to the former name of \_\_\_\_\_.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the costs of these proceedings be paid equally by the Petitioners, and the Clerk is hereby authorized to apply the Court costs deposit in payment of such costs.

**IT IS SO ORDERED.**

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**JUDGE MARY R. KOVACK**

Approved:

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Petitioner-1

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Petitioner-2