

STATE OF MINNESOTA
COUNTY OF SHERBURNE

DISTRICT COURT
TENTH JUDICIAL DISTRICT

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT
RE: FINANCIAL ISSUES

_____,
and _____, Petitioner,
_____,
Respondent.

Court File No. _____

Financial Early Neutral Evaluation (FENE) in the above-entitled matter was held on
_____. Appearances were as follows:

☐ Petitioner ☐ _____, Attorney for Petitioner
☐ Respondent ☐ _____, Attorney for Respondent
☐ _____, FENE Provider

The parties reached agreement on the following financial issues:	The parties were unable to reach agreement on the following financial issues:
<input type="checkbox"/> Child support <input type="checkbox"/> Award of income tax exemptions <input type="checkbox"/> Spousal maintenance <input type="checkbox"/> Valuation/award of homestead <input type="checkbox"/> Valuation/award of bank accounts <input type="checkbox"/> Valuation/award of vehicles <input type="checkbox"/> Valuation/award of recreational items <input type="checkbox"/> Valuation/award of retirement assets <input type="checkbox"/> Valuation/award of business <input type="checkbox"/> Valuation/award of personal property <input type="checkbox"/> Valuation/award of nonmarital property <input type="checkbox"/> Valuation/division of debts <input type="checkbox"/> Validity/terms of Antenuptial agreement <input type="checkbox"/> Attorney's fees and costs <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____	<input type="checkbox"/> Child support <input type="checkbox"/> Award of income tax exemptions <input type="checkbox"/> Spousal maintenance <input type="checkbox"/> Valuation/award of homestead <input type="checkbox"/> Valuation/award of bank accounts <input type="checkbox"/> Valuation/award of vehicles <input type="checkbox"/> Valuation/award of recreational items <input type="checkbox"/> Valuation/award of retirement assets <input type="checkbox"/> Valuation/award of business <input type="checkbox"/> Valuation/award of personal property <input type="checkbox"/> Valuation/award of nonmarital property <input type="checkbox"/> Valuation/division of debts <input type="checkbox"/> Validity/terms of Antenuptial agreement <input type="checkbox"/> Attorney's Fees and costs <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____

The following agreements/partial agreements were reached at ENE:

The stated agreements are: ☐ Temporary ☐ Permanent

CHILD SUPPORT

- ☐ No agreement
☐ Agreement reached as follows:

A Child Support Guidelines Worksheet is attached hereto as Exhibit A.

Petitioner's Employment:

Name and Address of Employer: _____

Job Title: _____

Gross Monthly Income: _____

Respondent's Employment:

Name and Address of Employer: _____

Job Title: _____

Gross Monthly Income: _____

Petitioner

- ☐ Does not receive public assistance.
☐ Receives public assistance for the benefit of _____ through
_____ County as follows:

Respondent

- ☐ Does not receive public assistance.
☐ Receives public assistance for the benefit of _____ through
_____ County as follows:

Basic Support:

- ☐ _____ to pay \$ _____ per month basic support beginning _____, as
a guideline calculation.
☐ _____ to pay \$ _____ per month basic support beginning _____, as
a deviation based on _____
_____.

Medical Support:

- ☐ _____ to obtain/maintain medical insurance beginning _____.

The monthly cost of the medical insurance for minor children is _____.

- ☐ _____ to obtain/maintain dental insurance beginning _____.

The monthly cost of the dental insurance for minor children is _____.

☐ _____ to pay \$_____ per month medical support beginning _____ as a guideline calculation.

☐ _____ to pay \$_____ per month medical support beginning _____, as a deviation based on _____.

☐ _____ to pay _____% and _____ to pay _____% of the uninsured and unreimbursed health care related expenses beginning _____, as a guideline calculation.

☐ _____ to pay _____% and _____ to pay _____% of the uninsured and unreimbursed health care related expenses beginning _____ as a deviation based on _____.

Child Care Support:

The monthly cost of work-related and/or employment related child care costs are _____, and they are incurred by: ☐ Petitioner ☐ Respondent.

☐ _____ to pay \$_____ per month child care support beginning _____ as a guideline calculation.

☐ _____ to pay \$_____ per month child care support beginning _____, as a deviation based on _____.

INCOME TAX EXEMPTION(S)

☐ No agreement

☐ Agreement reached as follows: Effective and commencing with the tax year _____, the income tax exemptions relative to the joint minor child(ren) shall be awarded as follows:

SPOUSAL MAINTENANCE

- ☐ No agreement
- ☐ Agreement reached as follows: The issue of spousal maintenance shall be reserved.
- ☐ Agreement reached as follows: Both parties waive spousal maintenance.
- ☐ Agreement reached as follows: _____ shall pay _____ the amount of \$ _____ per month beginning _____.
Duration / terms: _____

Petitioner's gross monthly income is _____.

Petitioner's reasonable monthly expenses are _____.

Respondent's gross monthly income is _____.

Respondent's reasonable monthly expenses are _____.

HOMESTEAD

- ☐ No agreement
- ☐ Agreement reached as follows:

The parties agree they own or have an interest in the following homestead real property:

Address: _____

County where located: _____

Fair Market Value: _____

First Mortgage Lender / Balance Owed: _____

Second Mortgage Lender / Balance Owed: : _____

- ☐ Agreement reached as follows:

The parties agree that ☐ Petitioner ☐ Respondent shall be awarded all right, title, interest and equity in and to the homestead real property subject to all encumbrances of record, but free and clear of any claim on the part of the other party.

Effective and commencing _____, ☐ Petitioner ☐ Respondent shall have sole exclusive use and possession of said real property. Effective this same date, ☐ Petitioner ☐ Respondent shall be solely liable for utilities, maintenance, and all payments of principal, interest, taxes and insurance on said real property and shall

(ENEFINAGR)

indemnify and hold the other party harmless from any liability or obligation to make any payment whatsoever regarding said real property.

☐ Agreement reached as follows:

Said homestead shall be listed on the market for sale per the following terms:
(i.e. sale terms, occupancy / payments during pending sale / award of net proceeds)

☐ Agreement reached relative to disposition of the homestead real property as follows:

BANK ACCOUNTS

☐ No agreement

☐ Agreement reached as follows:

The parties agree they own and/or have an interest in the following bank accounts, and they agree the same shall be awarded as indicated:

<u>Financial Institution / Account</u>	<u>Name on Account</u>	<u>Approximate Value</u>	<u>Awarded to:</u>

VEHICLES

☐ No agreement

☐ Agreement reached as follows:

(ENEFINAGR)

The parties agree they own and/or have an interest in the following vehicles, and they agree the same shall be awarded as indicated:

<u>Year, Make, Model</u>	<u>Approximate Encumbrance</u>	<u>Approximate Value</u>	<u>Awarded to: (Subject to Encumbrance)</u>

RECREATIONAL ITEMS

- ☐ No agreement
☐ Agreement reached as follows:

The parties agree they own and/or have an interest in the following recreational items, and they agree the same shall be awarded as indicated:

<u>Year, Make, Model</u>	<u>Approximate Encumbrance</u>	<u>Approximate Value</u>	<u>Awarded to: (Subject to Encumbrance)</u>

RETIREMENT ASSETS

- ☐ No agreement
☐ Agreement reached as follows:

The parties agree they own and/or have an interest in the following retirement interests and/or investment accounts, and they agree the same shall be awarded as indicated:

<u>Financial Institution / Account Type</u>	<u>Name on Account</u>	<u>Approximate Value</u>	<u>Awarded to / Percentage or amount awarded:</u>

OTHER RETIREMENT ASSET AGREEMENT TERMS:

(i.e. QDRO preparation, Valuation Date, etc.)

BUSINESS

- ☐ No agreement
☐ Agreement reached as follows:

The parties agree that the business known as _____
(name of business), valued at _____, shall be awarded as follows: _____

PERSONAL PROPERTY

- ☐ No agreement
☐ Agreement reached as follows: The parties fairly and equitably divided their personal property at the time of their physical separation, and each party shall be awarded the personal property and household goods and furnishings currently in their possession.
☐ Agreement reached as follows:

The parties agree they own and/or have an interest in the following items of personal property, and they agree the same shall be awarded as indicated:

<u>Item</u>	<u>Approximate Value</u>	<u>Awarded to:</u>

NONMARITAL PROPERTY

- ☐ No agreement
☐ Agreement reached as follows:

The parties agree that ☐ Petitioner ☐ Respondent has the following nonmarital property, which he/she shall be awarded:

Asset / Value / Encumbrance: _____

Basis of nonmarital claim: _____

DEBTS

- ☐ No agreement
☐ Agreement reached as follows:

The parties agree they have incurred the following debts and obligations, and they agree the indicated party shall assume and pay the stated debt:

<u>Debt/Obligation</u>	<u>Approximate Balance</u>	<u>Named Debtor</u>	<u>Party to Assume and Pay:</u>

ANTENUPTIAL AGREEMENT

- ☐ The parties did not execute an antenuptial agreement.
☐ No agreement was reached as to validity/terms of the antenuptial agreement.
☐ The parties agree that the antenuptial agreement is valid and enforceable as follows:

ATTORNEYS FEES AND COSTS

- ☐ No agreement
- ☐ The parties agree that each party shall be responsible for and pay their own attorney's fees and costs.
- ☐ The parties agree that _____ shall pay _____ the amount of \$_____ for attorney's fees and costs.

OTHER

- ☐ The parties may modify any portion of this agreement if they both agree to the changes.
- ☐ The parties agree to attempt to resolve any dispute through a mediator qualified as a neutral under Rule 114.13 prior to scheduling a motion before this court on those issues should Early Neutral Evaluation fail to reach full settlement, if deemed appropriate. The parties agree to share equally in the cost of a mediator.

ACKNOWLEDGMENTS:

By signing below, I agree that I have read this agreement, have considered it carefully, fully understand the terms, and enter into the foregoing agreement freely and voluntarily. I fully understand that this agreement, upon approval by a District Court Judge, will become a fully enforceable court order, and I agree to be bound by all of its terms. [Misleading? Enforceable agreement—but J&D still needed for final resolution of case??]

Dated: _____

Dated: _____

Petitioner

Respondent

Dated: _____

Dated: _____

Attorney for Petitioner

Attorney for Respondent

For cases where neither party is represented by an attorney, please indicate:

- ☐ The Law Library Attorney Referral and Law Library Attorney Referral Intake forms were provided to each party on _____(date).
- ☐ The Law Library Attorney Referral forms were not provided because _____.

Dated: _____

SENE Provider

Attorney
Initials

_____, Attorney for _____, agrees
to draft a proposed Stipulation and Order incorporating the above provisions.
Said proposed order shall be circulated to the parties and any attorneys for
signature and submitted to the Court within _____ days of the date of this
agreement.

Please send this form to: The Honorable _____
Judge of the District Court
Sherburne County Government Center
13880 Business Center Drive
Elk River, MN 55330

[Do judges need/want? Should be sent to Court Admin. ?]