



STERLING LAW OFFICES, S.C.

Stipulation for Temporary Order Without Minor Children

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Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

Enter the name of the county in which you are filing this case.
Enter the name of Petitioner/Joint Petitioner A.
Enter the name of Respondent/Joint Petitioner B.
Check divorce or legal separation.
NOTE: Enter the case number, if known. If not leave blank.

STATE OF WISCONSIN, CIRCUIT COURT,
_____ **COUNTY**

IN RE: THE MARRIAGE OF
Petitioner/Joint Petitioner A

Name (First, Middle and Last)

and
Respondent/Joint Petitioner B

Name (First, Middle and Last)

**Stipulation for
Temporary Order
Without Minor Children**

Divorce - 40101
 Legal Separation - 40201

Case No. _____

SUMMARY OF PERSONAL INFORMATION

In 1, enter the requested information about Petitioner/Joint Petitioner A.

1. **Petitioner/Joint Petitioner A:**
Address _____
Address _____
City _____ State _____ Zip _____
Date of birth _____
Gross monthly income \$ _____
Employer name _____
Address of payroll office _____
City _____ State _____ Zip _____
Phone _____ Fax _____

Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].

In 2, enter the requested information about Respondent/Joint Petitioner B.

2. **Respondent/Joint Petitioner B:**
Address _____
Address _____
City _____ State _____ Zip _____
Date of birth _____
Gross monthly income \$ _____
Employer name _____
Address of payroll office _____
City _____ State _____ Zip _____
Phone _____ Fax _____

Include area codes with the requested phone numbers. Dates of birth should be written in the following format: [month, day, year].

STIPULATION

The parties agree that the following terms be in effect until the final hearing of this action except as modified by a future order of the court.

1. SUMMARY OF FINANCIAL AGREEMENTS

For 1.A.1, check a or b. If b, enter the monthly amount of maintenance and the month and year on which the payments will begin.

A. **MAINTENANCE** (Spousal Support).
1) **Petitioner/Joint Petitioner A**
 a. gives up right to receive maintenance at this time.
 b. Respondent/Joint Petitioner B shall pay maintenance to Petitioner/Joint Petitioner A in the amount of \$ _____ per month beginning on the first day of the month of _____, 20_____.

For 1.A.2, check a or b.

2) **Respondent/Joint Petitioner B**
 a. gives up right to receive maintenance at this time.

Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

If b, enter the monthly amount of maintenance and month and year on which the payments will begin.
Check 1, 2, or 3.

b. Petitioner/Joint Petitioner A shall pay maintenance to Respondent/Joint Petitioner B in the amount of \$ _____ per month beginning on the first day of the month of _____, 20____.

B. PAYMENTS FOR MAINTENANCE SHALL BE MADE

- 1) directly from the payer to WI SCTF (only if self-employed).
- 2) by income assignment from the payer's employer as indicated on page 1.
- 3) No maintenance is to be paid at this time.

Parties may not make payments directly to each other. (See WI Stat. §767.75)

C. INFORMATION ABOUT HOW PAYMENTS ARE MADE TO WI SCTF.

All payments for maintenance ordered shall note the case number and the names of the parties on the face of the check and should be made payable to WI SCTF, and sent to:

Wisconsin Support Collections Trust Fund
Box 74200
Milwaukee, WI 53274-0200

The WI SCTF will transmit the payments to the proper persons entitled to them. Failure of an employer to pay the proper amount shall not be a defense for failure to pay the proper amount. If an employer fails to take out the correct amount for maintenance, the party paying is responsible for the full and correct amount.

The party paying maintenance is responsible for payment of the annual receiving and disbursing fee to WI SCTF.

2. SUMMARY OF OTHER AGREEMENTS

In 2.a., check 1 or 2.

A. RESIDENCE.

If 2, check a, b, c or d.
If a, b or d enter the date [month, day, year].

- 1) The parties **do not** own or rent a residence together.
- 2) The parties **do** own or rent a residence together and agree that
 - a. Petitioner/Joint Petitioner A shall have temporary exclusive use of the residence and Respondent/Joint Petitioner B shall leave the residence on or before _____.
 - b. Respondent/Joint Petitioner B shall have temporary exclusive use of the residence and Petitioner/Joint Petitioner A shall leave the residence on or before _____.
 - c. both parties agree to share the residence.
 - d. both parties agree to vacate and/or sell the residence by _____.

For 3, check a, b, or c. If c, enter the date.

3) Sale of Residence.

- a. The parties do not own a residence.
- b. The residence shall not be placed for sale at this time.
- c. The residence shall be placed for sale no later than _____.

For 4, check a or b. If a, attach the agreed upon arrangements.

4) Other Real Estate. One or both of the parties own additional real estate, the agreement for temporary use of which is disclosed as an attachment.

- a. Yes, see attached agreement.
- b. No

In B, check 1 or 2. If 2, complete the chart indicating who has and who will have possession while the case is pending.

B. PERSONAL PROPERTY DIVISION. The parties agree that each shall be awarded the temporary and exclusive use of the personal property in their possession

- 1) with no exceptions.
- 2) except for the following property:

Petitioner/Joint Petitioner A: _____
 Respondent/Joint Petitioner B: _____

<p>Complete this section with as much detail as possible.</p> <p>NOTE: There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.</p> <p>NOTE: If you have already divided the property, you must still disclose how you divided it below.</p>	List the property and check who will have temporary use of the property until the divorce/legal separation is final.	Who will have possession? A = Petitioner/Joint Petitioner A B = Respondent/Joint Petitioner B	
	HOUSEHOLD ITEMS	A	B
		<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"/>
	AUTOMOBILES Year, Make, Model	A	B
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
	LIFE INSURANCE Name of Company & Policy #	A	B
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
	BUSINESS INTERESTS Name of Business & Address	A	B
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
	SECURITIES: STOCKS, BONDS, MUTUAL FUNDS, COMMODITY ACCOUNTS Name of Company & # of shares	A	B
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
	PENSION, RETIREMENT ACCOUNTS, DEFERRED COMPENSATION, 401K PLANS, IRAS, PROFIT SHARING, ETC. Name of Company & Type of Plan	A	B
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
CASH AND DEPOSIT (SAVINGS & CHECKING) ACCOUNTS Name of Bank or Financial Institution	A	B	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
OTHER PERSONAL PROPERTY Description of Asset	A	B	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

See attached

Enter the date and describe exchange arrangements.

Any exchange of property shall be made by [Date] _____, 20____ according to the following arrangements: _____

C. DEBTS AND LIABILITIES.

1) Each of the parties shall be responsible for the following debts and liabilities to keep payments current:

Petitioner/Joint Petitioner A: _____
 Respondent/Joint Petitioner B: _____

	Payment for	Payment to (Creditor)	Monthly Payment	Paid by Petitioner/ Joint Petitioner A	Paid by Respondent/ Joint Petitioner B	Shared Equally
<p>In C.1, for each debt owed individually and jointly, write the name, monthly payment, and check who will be responsible for payment.</p> <p>NOTE: Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.</p> <p>If more space is necessary, attach additional sheets.</p>	Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mortgage/Rent		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Insurance (Auto)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Insurance (Medical)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Insurance (Life)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2) **The parties agree and understand:**

- a. Unless otherwise agreed upon in the order, each party shall pay their own future monthly household expenses.
- b. Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- c. Both parties are restrained from making any further debts against the credit of the other party.
- d. Any debt incurred after the date of this order shall be the responsibility of the party who incurred the debt.
- e. Creditors are NOT bound by this agreement and both parties remain liable to creditors for all marital debts.
- f. Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause for contempt of court.

D. **INCORPORATION OF AGREEMENT INTO TEMPORARY ORDER.**

The parties agree that this stipulation shall be submitted to the court for approval and all parties request that the court make this stipulation a temporary order of the court.

E. **THE PARTIES AGREE:**

- 1) This court has jurisdiction over the marriage and the parties individually.
- 2) Both parties freely and voluntarily, without any force or coercion, enter into and sign this agreement.
- 3) Both parties have fully disclosed all information about income, expenses, assets and debts to each other.
- 4) This agreement is based on compromise between the parties, but as a whole, is fair and reasonable.
- 5) A court may enforce the terms of this agreement through the powers of contempt of court.

Both parties acknowledge that this agreement may be amended by further order of the court.

Petitioner/Joint Petitioner A must sign and print name.
 Enter the date the

 _____
 Petitioner/Joint Petitioner A
 Print or Type Name

Petitioner/Joint Petitioner A: _____
Respondent/Joint Petitioner B: _____

document was signed.

NOTE: This signature does not need to be notarized.

Petitioner/Joint Petitioner B must sign and print name.

Enter the date the document was signed.

NOTE: This signature does not need to be notarized.

Address

Email Address

Telephone Number

Date

State Bar No. (if any)



Petitioner/Joint Petitioner B

Print or Type Name

Address

Email Address

Telephone Number

Date

State Bar No. (if any)

**PARTIES MUST INCLUDE A PROPOSED ORDER THAT WILL ONLY BECOME ENFORCEABLE
IF SIGNED BY A CIRCUIT COURT JUDGE OR CIRCUIT COURT COMMISSIONER.**