

It is recommended that you consult independent legal counsel prior to signing a master settlement agreement.

SHINGLE SPRINGS BAND OF MIWOK INDIANS TRIBAL COURT

P.O. Box 1340, Shingle Springs, CA 95682

INFORMATION OF PEOPLE COMPLETING THIS AGREEMENT:

Partner A: _____

Address: _____

Phone: () _____

Partner B: _____

Same Address as Partner A

Same Phone as Partner A

Address: (If different than Partner A): _____

Phone: () _____

**MASTER SETTLEMENT AGREEMENT
FOR A DOMESTIC PARTNERSHIP**

Note: This is a binding Agreement. Please read the instructions carefully and/or seek independent legal consultation to ensure you understand your rights.

_____ (“Partner A”) and _____ (“Partner B”) (jointly referred to as “Parties”) intend to enter a domestic partnership that will begin on _____ and will be entered in the Shingle Springs Band of Miwok Indians Tribal Court. The Parties desire to simplify a termination of the domestic partnership to the extent possible and thus of their own free will and choice have entered into this Master Settlement Agreement (“Agreement”) to resolve all matters dealing with the partnership. As such, in the event of a termination of the domestic partnership, the Parties mutually agree to the following:

[Note: The following shall be applied to the fullest extent possible recognizing that circumstances meeting criteria found in the Family Code or other Tribal Codes might supersede such Agreement, where applicable.]

- 1) The Parties agree to have this Master Settlement Agreement adopted by the Tribal Court upon a Notice of Termination of Domestic Partnership being filed by either of the Parties.

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2) Children. The Parties agree that the care and custody of any children born from this domestic partnership shall be handled in the following manner:

a. Custody.

i. Physical Custody. The Parties agree that Partner A shall have _____% physical custody of the child(ren), and that Partner B shall have _____% physical custody of the child(ren).

ii. Legal Custody. The Parties agree that Partner A shall have _____% legal custody of the child(ren), and that Partner B shall have _____% legal custody of the child(ren).

iii. Visitation. The Children shall spend the following holidays and days of the week with Partner A:

_____.

The Children shall spend the following holidays and days of the week with Partner B:

_____.

b. Support. (*choose one*)

The Parties agree that Partner A shall pay child support to Partner B in the amount of \$_____ per month, per child, until the child turns eighteen (18) years old.

The Parties agree that Partner B shall pay child support to Partner A in the amount of \$_____ per month, per child, until the child turns eighteen (18) years old.

The Parties agree to use the California Child Support Guidelines as a basis to calculate money owed. By selecting this choice, we understand that we may need to seek future clarification from the Tribal Court as to the guideline calculations and allocation of funds.

The Parties agree that child support shall be determined by the Tribal Court upon a hearing of termination of this domestic partnership.

3) Property. The Parties represent that they have disclosed all material property to the other partner. The separate property owned by each partner at the execution of this Agreement, however and whenever acquired, will be owned and managed solely by such partner at all times and will remain the separate property of such partner after the execution of this Agreement, with no claim by the other partner upon termination of the domestic partnership. Otherwise, Parties have agreed to divide all property as outlined below.

a) Real Property. Any real property or home acquired during the course of the domestic partnership shall be divided in the following manner (*choose one*):

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- Partner A will take sole possession and title over any real property or home and shall also be entitled to claim the full mortgage interest on any home for all subsequent years.
 - Partner B will take sole possession and title over any real property or home and shall also be entitled to claim the full mortgage interest on any home for all subsequent years.
 - The Parties agree that all real property or home must be sold prior to the termination of the domestic partnership and that Partner A shall receive _____% of the proceeds from the sale of the real property or home, and that Partner B shall receive _____% of the proceeds from the sale of the real property or home.
- b) Personal Property (such as cars, animals, furniture, clothing, regalia) The Parties hereby acknowledge that with respect to determining the ownership of personal property, all personal property will be treated as separate property owned solely by the partner exercising possession or individual control, unless there is proof of shared legal ownership.

Any **jointly-held** personal property will be divided in the following manner: (*choose one*)

- Equally with each partner entitled to fifty percent (50%) of the net equity of the personal property, regardless of the initial or ongoing proportion of each partner's investment.
- The following types of personal property shall go to Partner A:

The following types of personal property shall go to Partner B:

- c) Financial Accounts. (*choose one*) [*Note: Parties are reminded that violation or dispute in the terms of this Agreement can be brought before the Tribal Court.*]
- During the course of the domestic partnership, the Parties shall keep separate finances, including all financial accounts. As such, the Parties will keep his or her separate financial accounts, including its contents, and no division is required. This shall include per capita payments, elder stipends, retirement accounts (including 401K's) and life insurance policies.
 - During the course of the domestic partnership, the Parties shall comingle their finances, including maintaining joint financial accounts. Any joint accounts shall be closed and all finances will be divided so that Partner A will receive _____% of the current finances, and

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that Partner B will receive _____% of the finances as of the date of filing a Notice of Termination of Domestic Partnership with the Tribal Court.

- 4) Debts. The separate debts owing by each partner at the **beginning** (execution) of this Agreement, however and whenever acquired, will be owed solely by such partner at all times and will remain the separate debts of such partner after the execution of this Agreement, with no financial obligations owing by the other partner upon termination of the domestic partnership.

The Parties agree that any debts incurred **during** the course of the domestic partnership shall be divided in the following manner. (*choose one*)

Each partner will be responsible to pay any debts individually incurred.

Partner A shall be responsible for the following type debts:

_____.

Partner B shall be responsible for the following type debts:

_____.

- 5) Partner Support. (*choose one*)

The Parties agree that there shall be no partner support sought by or awarded to either partner.

OR (*Choose one of the following methods of support calculation*):

The Parties shall disclose their total income as of the date of the Notice of Termination of Domestic Partnership:

Partner A shall pay partner support to Partner B in the amount of _____ percent (%) of Partner A's income for _____ years, _____ months.

Partner B shall pay partner support to Partner A in the amount of _____ percent (%) of Partner B's income for _____ years, _____ months.

OR

The Parties agree that Partner A shall pay partner support to Partner B in the amount of \$_____ per month, for _____ years, _____ months.

The Parties agree that Partner B shall pay partner support to Partner A in the amount of \$_____ per month, for _____ years, _____ months.

- 6) Entire Agreement. This shall be the entire agreement of the Parties and shall be incorporated into the order certifying the termination of domestic partnership.

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- 7) Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this Agreement, and this Agreement shall be enforced as if the Agreement did not contain the invalid, illegal, or unenforceable provision.
- 8) Enforceability. The terms of this Agreement shall be enforceable in the Shingle Springs Band of Miwok Indians Tribal Court.

This Agreement is entered voluntarily and of their own free will and choice on _____ . It shall be effective on the date entered.

PARTNER A

Signature	Date

PARTNER B

Signature	Date

NOTARY ALL PURPOSE ACKNOWLEDGMENT

Civil Code §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (notary) personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) **is/are** subscribed to the within instrument and acknowledged to me that **he/she/they** executed the same in **his/her/their** authorized capacity(ies), and that by **his/her/their** signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)