

If a question does NOT apply to you be sure to write "N/A" in the space provided for the answer!

STATE OF WYOMING) IN THE DISTRICT COURT
) ss
COUNTY OF _____) _____ JUDICIAL DISTRICT

Plaintiff: _____,) Civil Action Case No. _____
(Print name of person filing))
)
vs.)
)
Defendant: _____)
(Spouse) (Print name))

DECREE OF DIVORCE WITH MINOR CHILDREN

NOTE: ALL APPLICABLE BOXES MUST BE CHECKED OR THE JUDGE WILL NOT SIGN YOUR DECREE.

This matter came before the Court by:

Mark this box.

- Default (and *Entry of Default* has been issued); OR
- Agreement of the parties (both parties have signed this Decree); OR
- Trial

Only mark ONE (1) of these – whichever applies.

1. Immediately prior to filing the *Complaint for Divorce*: The Plaintiff Defendant lived in Wyoming for 60 days, **OR** the marriage took place in Wyoming and the Plaintiff Defendant lived in Wyoming from the time of marriage to the time of filing the *Complaint for Divorce*.

2. The child(ren) lived in the State of Wyoming for a period of six (6) months or more immediately before filing the *Complaint for Divorce*.

Only mark ONE (1) of these – whichever applies.

3. The Defendant was served:
 Personally (by the sheriff) on _____; **OR**
(Date)
 Defendant accepted service (*Acknowledgement and Acceptance of Service* must be filed); **OR**
 By publication (*Copy of Affidavit of Publication* must be filed); **OR**
 By *Registered or Certified Mail* (Return receipt must be filed and Clerk must have entered certificate of service.)

4. At least twenty (20) days have passed since the *Complaint for Divorce* was filed.

Only mark ONE (1) of these – whichever applies.

5. Defendant filed
- an *Answer*
 - an *Answer and Counterclaim*
 - no response (default must be entered, unless there is a waiver of right to answer)
 - no response but both parties have signed and agreed to the entry of this Decree of Divorce.

6. The parties were married to each other on the _____ day of _____, _____, in _____.

(month)

(year) (City, County and State)

7. The parties have irreconcilable differences constituting grounds for divorce.

8. The parties are the natural or adoptive parents of the following minor child(ren):

Child's Initials: _____ Year of Birth: _____

Child's Initials: _____ Year of Birth: _____

Child's Initials: _____ Year of Birth: _____

Child's Initials: _____ Year of Birth: _____

Additional sheets of paper are attached if needed

9. This court has jurisdiction in all necessary particulars of this case.

10. Custody of the child(ren) should be as follows:

Unless defined another way in this Decree, "Joint Legal Custody" means that both parties have access to the records of the child(ren) including school records, activities, teachers and teachers' conferences, as well as medical and dental treatment providers and mental health records. Both parties have these rights unless the Court limits that access.

Only mark ONE (1) of these – whichever applies.

- The parties to have joint legal custody and Plaintiff or Defendant to have physical custody; **OR**
- The parties to have joint legal and joint physical custody; **OR**
- Plaintiff or Defendant to have sole legal and physical custody; **OR**
- Other (Please describe desired legal and physical custody arrangement in detail) _____

11. The parties have an obligation to contribute to the support of the parties' minor child(ren).

Only mark ONE (1) of these – whichever applies.

12. To the best of the parties' knowledge, Neither party is pregnant, **OR** The Plaintiff Defendant is pregnant [If pregnant, consult an attorney. Your divorce may not be able to be final until after the baby is born.]; and The baby is due on or about _____ (date), (and, check one space below):
 The Plaintiff and Defendant are the biological parents of the child,
OR
 Plaintiff is not the biological parent of the child, **OR**
 Defendant is not the biological parent of the child.

Only mark ONE (1) of these – whichever applies.

13. The parties have acquired property and debts during the marriage and the division set forth below in this Decree is just and equitable; **OR** did not acquire any property or debts during the marriage.

Only mark ONE (1) of these – whichever applies.

14. The Court should order that No party is entitled to alimony/spousal support; **OR** The Plaintiff shall pay to the Defendant reasonable alimony; **OR** The Defendant shall pay to the Plaintiff reasonable alimony.

Only mark ONE (1) of these – whichever applies.

15. The Plaintiff Defendant does not desire to have a name change; **OR** former name restored to: _____
(list first, middle, and last name desired)

IT IS THEREFORE ORDERED:

1. That Plaintiff or Defendant is awarded a Decree of Divorce and a divorce is granted.

2. CHILD CUSTODY, VISITATION AND SUPPORT:

A. Custody:

Only mark ONE (1) of these 4 (see next page) – whichever applies.

The parties shall have joint legal custody and Plaintiff or Defendant shall have physical custody; **OR**
 The parties shall have joint legal and physical custody. The parties shall share physical custody of the minor children as described on the attached sheet of paper.
 Attach a schedule describing the sharing of physical custody.
 Skip to Section C – Child Support; **OR**

Plaintiff OR Defendant shall have sole legal and physical custody. List the reasons why joint legal custody is not appropriate: _____

OR
 Other (Please describe desired legal and physical custody arrangement in detail): _____

B. Visitation:

The child(ren) shall spend time with the non-custodial parent as the parties may agree, but **if they cannot agree, then time shall be spent with the child(ren) as follows:**

Fill this section (B1 – B11) out if you and your spouse are unable to agree on visitation. Provide as much detail about the schedule as possible. Once the Judge signs the final *Decree of Divorce*, any permanent changes to the visitation schedule here must be agreed to by BOTH you and your spouse, OR the court must change it.

B.1. **WEEKENDS:** The child(ren) shall spend time with Plaintiff **OR** Defendant every weekend every weekend when Friday is an even date every weekend when Friday is an odd date other (specific weekends such as 1st and 3rd): _____ from _____ a.m./p.m. to _____ a.m./p.m.

Only mark ONE (1) of these – whichever applies.

B.2. **OTHER VISITATION:** In addition to the Weekend visitation above, the child(ren) shall also spend time with Plaintiff **OR** Defendant as follows (specify specific days and times such as each Wednesday from 4:00 p.m. to 8:00 p.m., etc.): _____

Additional sheets of paper are attached (if necessary).

B.3. **SUMMER SCHEDULE: (Choose one)**

Option 1: Plaintiff OR Defendant shall have visitation with the parties' child(ren) beginning _____ and continuing until _____ (i.e. ten days after school lets out from 5:00 p.m. and continuing until ten days prior to school starting up again at 5:00 p.m.).

The other parent shall have the same Weekend and Other Visitation as described in paragraphs B.1 and B.2 above during the summer; **OR**

Option 2: The summer schedule will remain the same as during the school year; **OR**

Option 3: The summer schedule will be as follows: _____

Additional sheets of paper are attached (if necessary).

B.4. HOLIDAY SCHEDULE: The following holiday schedule will take priority over the regular weekday, weekend, and summer schedules described above. Fill in the blanks below with Plaintiff or Defendant to indicate who the child(ren) will be with for the holidays. Provide beginning and ending times. If a holiday is not specified as even, odd, or every year with one parent, then the child(ren) will remain with the parent they are normally scheduled to be with.

Location of exchange and transportation arrangements for the following holidays or events shall follow the instructions set forth in paragraph **2.B.11.** unless stated otherwise.

(Be very specific about the days, times, and location where exchanges will take place)

Holiday/Event	Odd numbered years	Even numbered years	Every year	Day, Time and Place of Exchange Describe from start to end (<i>for example, Friday when school lets out until Monday at 6 p.m.</i>)
	(Plaintiff or Defendant)			
<input type="checkbox"/> Mother's Day Weekend				
<input type="checkbox"/> Memorial Day Weekend				
<input type="checkbox"/> Father's Day Weekend				
<input type="checkbox"/> July 4 th				
<input type="checkbox"/> Labor Day Weekend				
<input type="checkbox"/> Thanksgiving Break First part				
<input type="checkbox"/> Thanksgiving Break Second part				
<input type="checkbox"/> Winter Break First part				

<input type="checkbox"/> Winter Break Second part				
<input type="checkbox"/> Spring Break First part				
<input type="checkbox"/> Spring Break Second part				
<input type="checkbox"/> Child(ren)'s Birthdays				
Religious/Other Events				
<input type="checkbox"/> (Specify):				
<input type="checkbox"/> (Specify):				
<input type="checkbox"/> (Specify):				

Additional sheets of paper are attached (if necessary).

B.5. **OTHER (including no visitation or supervised visitation):** If you require a schedule that is difficult to explain in the format above or if your situation is unique such that visitation is not appropriate or requires supervision, please provide a detailed visitation schedule that fits your needs or an explanation of why visitation is not appropriate on a separate sheet of paper and attach it.

B.6. **TEMPORARY CHANGES TO THE SCHEDULE:** Any schedule for sharing time with the child(ren) may be changed as long as both parents agree to the changes ahead of time, in writing.

B.7. **PERMANENT CHANGES TO THE SCHEDULE:** Once the judge signs the final *Decree of Divorce* in your case and approves this Visitation Plan, any permanent changes must be agreed to by both parties or modified by the court.

B.8. **PARENT-CHILD COMMUNICATION:** Both parents and child(ren) shall have the right to communicate by telephone, in writing or by electronic means during reasonable hours without interference or monitoring by the other parent, unless otherwise ordered by the Court.

B.9. **MUTUAL RESPECT:** Parents will not say things or knowingly allow others to say things in the presence of their child(ren) that would take away the child(ren)'s love and respect for the other parent such as saying negative things about the other parent.

B.10. **OTHER TERMS:**

A. **The party who has custody of the children or the party who is exercising visitation with the children shall:**

- i. Care for, control, protect, and reasonably discipline the child(ren);
- ii. Provide the child(ren) with adequate food, clothing, and shelter, and medical and dental care;
- iii. Promote and encourage the training and education of the child(ren);
- iv. Respect the other party's rights and responsibilities regarding the other party's time with and care of the child(ren).

B. **Visitation MAY NOT be reduced or denied because support is not paid.**

C. Add any other items regarding the child(ren) you would like to include concerning visitation. _____

Additional sheets of paper are attached (if necessary).

B.11. **EXCHANGE OF CHILD(REN)/COST OF TRANSPORTATION:**

Both parents shall have the child(ren) ready on time and at the agreed-upon time of exchange. All clothing that accompanied the child(ren) shall be returned to the other parent at the end of that particular visitation. All transportation in connection with the visiting parent's exercise of his/her visitation shall be the responsibility of and/or paid for as follows:

Only mark ONE (1) of these Options (1, 2, or 3) – whichever applies.

Option 1: While both parents continue to reside within ____ miles of each other, both parents shall be responsible for transportation costs for one-way of the children's transportation. Plaintiff Defendant shall pick up the child(ren) from _____ at the beginning of the
(location)
visitation and Plaintiff Defendant shall pick up the child(ren) at the end of the visitation from _____. If either party moves
(location)
_____ miles or more away, then the costs for transportation shall be as follows: _____
_____ ; **OR**

Only mark ONE (1) of these Options (1, 2, or 3) – whichever applies (see previous page)

Option 2: The visiting parent shall be responsible for all of the child(ren)'s transportation costs. Plaintiff Defendant shall pick up the child(ren) from _____ at the beginning of the visitation (location) and shall return the children to _____ at the end (location) of the visitation; **OR**

Option 3: Other: (provide details exchange and transportation costs): _____

****READ THIS****

ONCE FILED, THE PARTIES MAY ONLY MAKE SUBSTANTIAL, PERMANENT MODIFICATIONS TO THIS VISITATION PLAN BY WRITTEN AGREEMENT SIGNED BY BOTH PARTIES, APPROVED BY THE JUDGE AND FILED WITH THE COURT. MINOR, TEMPORARY CHANGES MAY BE MADE ANY TIME ONLY IF BOTH PARTIES AGREE TO THE CHANGES.

C. CHILD SUPPORT:

The child support amount may depend on the custodial arrangement that is ordered by the court. If each parent keeps the children overnight for more than twenty-five percent (25%) of the year *and* both parents contribute substantially to the expenses of the children *in addition to* the payment of child support, a “shared responsibility child support” obligation shall be determined by use of the tables. Also, when each parent has physical custody of at least one (1) of the children, a “shared responsibility child support” obligation for all of the children shall be determined by use of the tables. See Wyo. Stat. §20-2-304(c) and (d). **For assistance in calculating child support, go to the following website:** <http://laramiecounty.com/officials/DistrictCourtClerk/calculator.aspx> or call your local child support enforcement agency.

In accordance with Wyo. Stat. § 20-2-304, presumptive child support is calculated as follows:

a. Number of children: _____

b. Plaintiff's net monthly income is: \$_____

actual (Plaintiff submitted a *Confidential Financial Affidavit*); **OR**

imputed (Plaintiff did not submit a *Confidential Financial Affidavit*)

c. Defendant's net monthly income is: \$_____

actual (Defendant submitted a *Confidential Financial Affidavit*); **OR**

imputed (Defendant did not submit a *Confidential Financial Affidavit*)

Only mark ONE (1) of these – whichever applies.

Only mark ONE (1) of these – whichever applies.

- d. Total child support obligation of both parents is: \$ _____
- e. Plaintiff's presumptive child support obligation is: \$ _____
- f. Defendant's presumptive child support obligation is: \$ _____

C.1. Restriction on reducing amount of child support: No agreement which is *less than* the presumed child support amount in the law shall be approved if public support/benefits (such as aid under the personal opportunities with employment responsibilities (POWER) program, Title 19, Kid Care, food stamps, supplemental security income (SSI) or other similar benefits) are being paid on behalf of any of the child(ren). **CHECK ONE:**

Only mark ONE (1) of these – whichever applies.

- The child(ren) receive(s) public assistance; **OR**
- The child(ren) DO NOT receive(s) any public assistance.

C.2. Amount of Child Support: Plaintiff **OR** Defendant shall pay \$ _____ per month for child support. The amount of child support is based upon:

Only mark ONE (1) of these – whichever applies.

- The presumptive amount of child support determined by Wyoming's Child Support Guidelines; **OR**
- There is a deviation (an adjustment) upwards or downwards from the presumptive amount. (In order to deviate, there must be a specific finding that the application of the presumptive child support would be unjust or inappropriate). The reasons that the presumptive amount is unjust is because (list the specific reasons): _____

Only mark ONE (1) of these for each part – whichever applies.

C.3. Time of Payments: Child support payments shall begin:

Only mark ONE (1) of these – whichever applies.

- On THE FIRST DAY OF THE MONTH beginning the month of _____, 20____ and shall continue to be paid on the first day of the month thereafter, until further order of the court; **OR**
- beginning on the ____ day of _____, 20____ and continuing as follows: _____.

C.4. CONTINUATION OF CHILD SUPPORT: Child support shall continue during the minor child's minority, and beyond if the child has a mental, emotional or physical impairment preventing emancipation, or while the child is attending high school or an equivalent program as a full-time student between the ages of 18 and 20. Child support shall terminate if, during the child's minority, the child marries, is emancipated, becomes self-supporting or dies.

C.5. PLACE:

All payments required under this Decree, shall be made to one of the two following addresses:

Clerk of the District Court, whose address is (see *District Court Clerks Addresses* in this packet):

OR State Disbursement Unit
2300 Capitol Ave.
Hathaway Bldg., 5th Floor, Suite A
Cheyenne, WY 82002

If choosing this option, please write in the District Court Clerks address for the County you filed the Complaint for Divorce in.

DO NOT PAY BY PERSONAL CHECK. CASH ACCEPTED IN PERSON ONLY. CASHIER’S CHECKS AND MONEY ORDERS ACCEPTED.

The Clerk or SDU shall promptly forward the support payments to the receiving parent at the address provided by that parent. **Each party shall pay, when due, all fees charged to that party by the Clerk of District Court, State Disbursement Unit, and any other agency statutorily authorized to charge a fee.**

C.6. MODIFICATION: Either party may seek a modification of the child support ordered herein pursuant to Wyo. Stat. §20-2-311.

MODIFICATION OF CHILD SUPPORT IS NOT EFFECTIVE UNLESS IT IS APPROVED BY A WRITTEN ORDER SIGNED BY THE JUDGE.

C.7. ENFORCEMENT: Wyoming law states that any payment of child support not paid when due shall automatically become a judgment against the parent who is supposed to pay on the due date. This judgment is subject to a 10% late payment penalty if it is not paid within thirty-two (32) days.

3. MEDICAL INSURANCE:

The Plaintiff or Defendant or Both parents shall provide health care insurance coverage for the minor child(ren) if insurance can be obtained at a reasonable cost and the benefits under the insurance policy are accessible to the child(ren).

3.A. Proof. The insuring parent shall provide to the Court and the other parent written proof that the insurance has been obtained within sixty (60) days

Only mark ONE (1) of these – whichever applies.

after it became available. Proof of insurance coverage shall contain, at a minimum:

- i) The name of the insurer.
- ii) The policy number.
- iii) The address to which all claims should be mailed.
- iv) A description of any restrictions on usage, such as pre-approval for hospital admission, and the manner in which to obtain pre-approval.
- v) A description of all deductibles.
- vi) Two (2) copies of claim forms.

3.B. Changes. The insuring parent shall provide written notice to the Clerk of this Court and the other parent if insurance coverage for the child is denied, revoked, or altered in any way that would affect the child's coverage, including any change relating to the information required above.

3.C. Failure to Provide Insurance. The Court may hold a parent in contempt for refusing to provide the ordered insurance or for failing or refusing to provide the information required above. In addition, if either parent fails to provide insurance or proof of insurance as required by this agreement, the other parent may provide such insurance and the parent who was supposed to shall be responsible to pay to the other parent the cost of such insurance plus the costs that parent had to pay for collection, including reasonable attorney's fees.

3.D. Costs Not Paid for By Insurance. All deductibles, co-payments and other expenses for health care that are not paid for by health insurance shall be paid by the parents as follows:

Only mark
ONE (1) of
these –
whichever
applies.

- 50% each by Plaintiff and Defendant; **OR**
 _____ % by Plaintiff and _____ % by Defendant.

- i) If the insuring parent fails to pay the insurance premium, all health care expenses of the children not covered by insurance shall be the responsibility of that party.
- ii) If the insuring parent fails to maintain insurance as required, that party may be found in Contempt of Court and may be required to pay or reimburse the expenses and costs set forth in Wyo. Stat. §20-2-401(e).

4. **CHANGES IN ADDRESS AND EMPLOYMENT:**

Each parent shall inform the other parent and the clerk of court in writing of any change of address, phone number, and employment:

4.A. **CHANGE OF EMPLOYMENT STATUS:** So long as there is a child support obligation, each parent shall notify the other parent and the Clerk of this Court, in writing, on forms available from the Court, within **fifteen (15) days** of any change in employment, including second jobs, changed employers, starting or ending unemployment compensation, and starting or ending of worker's compensation, or any other change in income.

4.B. **CHANGE OF ADDRESS:** So long as there is a child support obligation, if either parent plans to change his or her address, that parent must notify the other parent and the Clerk of this Court, in writing, on forms available from the Clerk of this Court, **no later than fifteen (15) days prior** to the day of the move, the destination of the move and the proposed move date.

4.C. **CHANGE OF HOME CITY OR STATE OF RESIDENCE:** Either parent who plans to change their home city or state of residence, must give written notice **thirty (30) days prior to the move**, both to the other parent and to the clerk of district court stating the date and destination of the move.

5. **INCOME WITHHOLDING ORDER:**

An income withholding order shall be entered and shall become effective as follows:

Only mark ONE (1) of these – whichever applies.

- Effective immediately (**Recommended**); **OR**
 Effective upon the date the Obligor (person who has to pay) requests withholding commence; or the date the Obligor is at least one (1) month behind in child support payments. List the reasons why good cause exists to delay the effective date for withholding income: _____; **OR**
 OTHER (i.e. Military allotment)_____.

6. **DIVISION OF PROPERTY:**

The parties' property shall be equitably divided as follows:

Plaintiff's Property:

6.A.1. The Plaintiff shall have as his/her sole and separate property, free and clear of any and all claims by the Defendant, but subject to any debt owing on the property, the following:

Check all that apply (see following page)

- All personal property held in his or name or in his or her possession, except as otherwise specifically set forth in this Decree.

Check all that apply (see previous page)

All bank accounts, investment accounts, and retirement accounts held in her sole name, if any, except as otherwise specifically set forth in this Decree.

The following motor vehicle(s) (list year, make, model and VIN): _____

Check only one

Plaintiff has OR does not have a retirement account.

Notice: A qualified domestic relations order (QDRO) or similar order may be required in order for retirement accounts to be divided. It is highly recommended that you get an attorney to draft such an order. This Court retains jurisdiction to enter, correct, or modify such orders in order to effectuate the terms of this Decree.

READ THIS!

Specify the following for each retirement account:

Account Number and Plan Administrator: _____

Check only one

shall not be divided with Defendant; OR

shall be divided as follows:

Check only one

50% of the amount accumulated from (date) _____ to

(date) _____ to each party; OR

\$ _____ to Defendant; OR

Other described as follows: _____.

For more than one account, attach additional sheets of paper with the above information. To divide certain qualified retirement accounts, you may need a QRDO (see above).

Defendant's Property:

6.A.2. The Defendant shall have as his or her sole and separate property, free and clear of any and all claims thereto by the Plaintiff, but subject to any indebtedness thereon, the following:

Check all that apply

All personal property held in his or her name or in his or her possession, except as otherwise specifically set forth in this Decree.

All bank accounts, investment accounts, and retirement accounts, held in his or her sole name, if any, except as otherwise specifically set forth in this Decree.

The following motor vehicle(s) (list year, make, model and VIN): _____

Check only one

Defendant has OR does not have a retirement account.

Notice: A qualified domestic relations order (QDRO) or similar order may be required in order for retirement accounts to be divided. It is highly recommended that you get an attorney to draft such an order. This Court retains jurisdiction to enter, correct, or modify such orders in order to effectuate the terms of this Decree.

READ THIS!

Specify the following for each account:

Account Number and Plan Administrator: _____

Check only one → shall not be divided with Plaintiff; OR
 shall be divided as follows:
 50% of the amount accumulated from (date) _____ to (date) _____ to each party; OR
 \$_____ to Plaintiff; OR
 Other described as follows: _____.

Check only one → For more than one account, attach additional sheets of paper with the above information. To divide certain qualified retirement accounts, you may need a QRDO (see above).

Other Property:

Check only one → 6.A.3. The parties have no other property which requires division; **OR**
 The parties have the following property, which shall be awarded as follows:

List all possessions valued at \$100.00 or more. For any bank accounts, identify by using the last 4 digits of the account number.

DESCRIPTION OF PROPERTY	AWARDED TO: Plaintiff/Defendant	
1.	<input type="checkbox"/> P	<input type="checkbox"/> D
2.	<input type="checkbox"/> P	<input type="checkbox"/> D
3.	<input type="checkbox"/> P	<input type="checkbox"/> D
4.	<input type="checkbox"/> P	<input type="checkbox"/> D
5.	<input type="checkbox"/> P	<input type="checkbox"/> D
6.	<input type="checkbox"/> P	<input type="checkbox"/> D
7.	<input type="checkbox"/> P	<input type="checkbox"/> D
8.	<input type="checkbox"/> P	<input type="checkbox"/> D
9.	<input type="checkbox"/> P	<input type="checkbox"/> D
10.	<input type="checkbox"/> P	<input type="checkbox"/> D
11.	<input type="checkbox"/> P	<input type="checkbox"/> D
12.	<input type="checkbox"/> P	<input type="checkbox"/> D
13.	<input type="checkbox"/> P	<input type="checkbox"/> D
14.	<input type="checkbox"/> P	<input type="checkbox"/> D
15.	<input type="checkbox"/> P	<input type="checkbox"/> D

Additional sheets of paper are attached if needed

Real Property:

Check only one

6.A.4.

The parties do not own any real property (i.e. house or land); **OR**
The real property shall be divided as follows:

Check only ONE (1) out of Option 1, Option 2, or Option 3.

Option 1: Plaintiff or Defendant shall occupy the real property until sold. The property shall be listed with a real estate agency for sale no later than _____ (date). Upon the sale, the net equity or loss from the sale shall be divided as follows:

_____ % to Plaintiff
_____ % to Defendant

Until the property is sold, the mortgage (including taxes and insurance) shall be paid by Plaintiff or Defendant and the utilities shall be paid by Plaintiff or Defendant; **OR**

Other: _____

_____ ; **OR**

Option 2: Plaintiff or Defendant shall own the real property. The party receiving the real property shall pay to the other the sum of \$_____ for his/her share of equity in the property. If applicable, the party receiving the property shall use his/her best efforts to refinance the debt or modify the loan on the property and remove the other party's name from any liability for the debt no later than _____.
(Date)

Once the payment has been made and the other party's name has been removed from the debt, if applicable, then the other party shall convey by appropriate deed his/her interest in the property.

If a joint debt encumbering the real property is not refinanced no later than _____, the property shall be listed with a real estate agent and sold for no less than the appraised value; **OR**

Option 3: Other: _____

7. **DIVISION OF DEBTS:**

READ THIS!

NOTICE: This decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt.

Each party shall pay the debts they have accumulated since the parties' separation. The parties shall pay the following debts acquired prior to the separation:

Type of Debt	Name of Creditor and Last 4 Digits of Account No.	Amount owed	Will Be Paid By: Plaintiff/Defendant	
1.			<input type="checkbox"/> P	<input type="checkbox"/> D
2.			<input type="checkbox"/> P	<input type="checkbox"/> D
3.			<input type="checkbox"/> P	<input type="checkbox"/> D
4.			<input type="checkbox"/> P	<input type="checkbox"/> D
5.			<input type="checkbox"/> P	<input type="checkbox"/> D
6.			<input type="checkbox"/> P	<input type="checkbox"/> D
7.			<input type="checkbox"/> P	<input type="checkbox"/> D
8.			<input type="checkbox"/> P	<input type="checkbox"/> D
9.			<input type="checkbox"/> P	<input type="checkbox"/> D

- Additional sheets of paper are attached if needed
- Other – If the debt will be paid by both parties other than 50/50, please list how much each party will pay for each debt on a separate sheet of paper and attach it.

READ THIS!

8. **DEBTS OR LIABILITIES DISCOVERED AFTER THE DECREE IS ENTERED:** If any debts or liabilities not listed above exist or become known after entry of this Decree, the person in possession of the merchandise purchased, or the person who received the services, shall be responsible for the debt.

READ THIS!

9. **TITLE TRANSFER:** Parties shall sign all documents necessary to complete all transfers of title ordered in this Decree, such as motor vehicles and bank accounts. Otherwise, this Decree can be used as a transfer of title and can be recorded.

10. **SPOUSAL SUPPORT/ALIMONY:**

ONLY CHECK IF ALIMONY/ SPOUSAL SUPPORT IS AGREED ON!

The Court finds as follows regarding the Plaintiff Defendant's ability to pay and the Plaintiff Defendant's need for spousal support/alimony: _____ (use additional paper if necessary)
 AND therefore the Plaintiff Defendant is ordered to pay the other spouse the sum of \$_____ per month spousal support/alimony BEGINNING THE FIRST DAY OF THE MONTH beginning _____, 20____, and continuing to be paid on the same day each month until the receiving party is:

- remarried; **OR**
- deceased; **OR**
- until _____

If no terminating event is specified above, spousal support/alimony payments shall end if the receiving party is remarried or deceased. Payments made shall be included in receiving spouse's taxable income and are tax deductible from the paying spouse's income as required by law.

11. **FILING INCOME TAX:** [If Decree entered between January 1st and April 15th]

For previous calendar years, pursuant to IRS rules and regulations, the parties will file:

Only mark one box!

- Joint federal and state income tax returns and hold the other harmless (meaning other party won't be responsible) from half of all additional income taxes, if any, and other costs, and each will share equally in any refunds; **OR**
- Separate federal and state income tax returns; **OR**
- Other, explain: _____

For this calendar year and continuing thereafter, each party will file separate federal and state income tax returns.

12. **TAX EXEMPTION:** The parties shall claim as income tax dependency exemptions on federal and state tax returns as follows:

Initials of Child(ren)	Parent Entitled to Claim	Year Allowed to Claim
_____	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	<input type="checkbox"/> every <input type="checkbox"/> odd <input type="checkbox"/> even <input type="checkbox"/> Other: _____
_____	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	<input type="checkbox"/> every <input type="checkbox"/> odd <input type="checkbox"/> even <input type="checkbox"/> Other: _____
_____	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	<input type="checkbox"/> every <input type="checkbox"/> odd <input type="checkbox"/> even <input type="checkbox"/> Other: _____
_____	<input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	<input type="checkbox"/> every <input type="checkbox"/> odd <input type="checkbox"/> even <input type="checkbox"/> Other: _____

provided that the party required to pay child support is only entitled to claim the exemption(s) if he/she is current on his/her child support obligation as of December 31st of the year in which the exemption(s) is claimed. The parties shall sign all necessary tax forms to allow the other party to claim the exemption(s) as stated above.



Be sure to include every child from this marriage.

Complete if you want your name changed back to what it was before this marriage

13. **RESTORATION OF NAME:** (This is Plaintiff Defendant’s sole decision.)
 The Plaintiff Defendant’s former name is restored to: _____; **OR**

(List the first, middle and last name desired)

The Plaintiff Defendant does not desire a name change.

Complete if you **DO NOT** want your name changed back to what it was before this marriage

14. **ENFORCEMENT OF ORDER:** Either party or, when appropriate, the department of family services has the right to petition to enforce an order pursuant to Wyo. Stat. §20-2-201 through 20-2-204, 20-2-310 and 20-2-311(d).

Contempt - Pursuant to Wyo. Stat. §20-2-204 and 20-2-310, a court having jurisdiction to enforce or revise the decree may, upon appropriate motion of either parent, require a parent to appear before the court and show just cause why the parent should not be held in contempt, upon a showing that the parent has willfully violated the decree as to the care, custody, visitation and maintenance of the children. The court may, in addition to any assessment it may impose upon a finding that the parent is in contempt of court, award attorney's fees, costs, and such other and further relief as the court may deem necessary under the circumstances, to the parent aggrieved by the violation of the decree, in order to enforce and require future compliance with the decree.

15. **DEFAULT:** In the event that either party hereto shall fail to perform, in whole or in part, any obligation or duty imposed by the terms of this Decree, such defaulting party shall be responsible for the payment of all reasonable attorney fees, costs, and expenses incurred by the other party as a result of such failure or default.

16. **EXECUTION OF INSTRUMENTS:** Each party is ordered to take all steps necessary to carry out the terms of the Decree, including but not limited to the execution of documents.

17. **LIMITED REPRESENTATION:** Following Rule 1.2(c) of the Wyoming Rules of Professional Conduct, any attorney who has entered a limited appearance for the purpose of obtaining a divorce decree is now discharged.

DONE this _____ day of _____, 20_____.

BY THE COURT:

DISTRICT COURT JUDGE

If default has been entered and the Defendant did not respond:

The above is true and accurate and I want the court to approve:

Plaintiff's signature

If a court hearing was held:

APPROVED AS TO FORM:

Plaintiff's signature

Defendant's signature

Copies sent to:

Plaintiff/Plaintiff's Attorney's Name and Address

Defendant/Defendant's Attorney's Name and Address

