

Chemehuevi Indian Tribal Court

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PROPERTY SETTLEMENT AGREEMENT

(Adopted by General Order 2020-03)

This Agreement is made on this ____ day _____, _____.

At _____, California, by and between _____,

spouse 1 and _____, spouse 2.

RECITALS

This Agreement is made with reference to the following facts:

1. The parties were married on (date) _____ in the State of _____.
2. Irreconcilable differences have arisen between the parties as a result of which they separated and ceased to live together as spouse 1 and spouse 2 on _____, which was _____ years, _____ months from the date of their marriage.
3. The parties desire be this Agreement to effectuate a complete and final division of their property and in so doing have endeavored to make an equal division of their marital property in recognition that such division should result in no taxable transfer by either and to resolve all rights and obligations relating to spousal support or maintenance. The parties also intend to relinquish any and all past, present, or future claims that each may have

against the property to estate of the other party and his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.

4. By this Agreement, spouse 1 and spouse 2 intend to settle all property rights and obligations between them. Except as otherwise expressly provided in this Agreement, each of them releases the other from all liabilities, debts, and obligations and encumbrances on the others' property and including all obligations of mutual support.
5. Each party agrees, upon demand of the other, to execute and deliver any instrument, furnish and information, perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay and expense.
6. This Agreement shall be governed by, and construed in accordance with the laws of the Chemehuevi Indian Tribe, the laws of the State of California, and federal law, in that order.
7. The parties may not alter, amend, or modify this Agreement except by and instrument in writing executed by both of them.
8. If the parties ever remarry after the date of execution of this Agreement, this Agreement shall nevertheless continue in full force and effect unless it is modified or revoked by another written instrument to the effect signed by each of the parties.
9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
10. Each of the parties declares and agrees that he or she has read this Agreement and fully understands the same, and each of the parties hereto agrees that the execution of this Agreement shall be and is intended to be a full, complete, and final adjustment of all

property rights of the parties hereto existing as of the date hereof, and supersedes any prior agreement between the parties, written or oral.

11. Each of the parties further agrees that this Agreement is made and entered into by him or her of his or her own volition and with full knowledge of its legal effect. By signing and executing this Agreement, each party agrees that this Agreement is made at his or her mutual request and after full and thoughtful consideration.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES CONTAINED HEREIN AND THE FACTS RECITED ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Both parties waive all right or claim which may be now or may at any future time have to receive support or maintenance from the other party.
2. The following property was and is the separate property of spouse 1, and spouse 2 confirms it and waives any claim or interest in it (LIST AND DESCRIBE CLEARLY ALL PROPERTY):

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

g. _____

h. _____

i. _____

j. _____

3. The following property was and is the separate property of spouse 2, and spouse 1 confirms it and waives any claim or interest in it (LIST AND DESCRIBE CLEARLY ALL PROPERTY):

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____

4. Spouse 1 transfers to spouse 2 all his/her right, title, and interest in the following items (LIST AND INDICATE VALUE OF EACH ITEM. GIVE SERIAL NUMBERS, LICENSE NUMBERS, AND CHARGE ACCOUNT NUMBERS WHERE APPLICABLE):

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____

- g. _____
- h. _____
- i. _____
- j. _____

5. Spouse 2 transfers to spouse 1 all his/her right, title, and interest in the following items (LIST AND INDICATE VALUE OF EACH ITEM. GIVE SERIAL NUMBERS, LICENSE NUMBERS, AND CHARGE ACCOUNT NUMBERS WHERE APPLICABLE):

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____

6. Spouse 1 shall pay the following debts (LIST AND IDENTIFY CLEARLY, THE DEBT, THE AMOUNT OF THE DEBT, AND TO WHOM IT IS PAYABLE, SPECIFY WHERE APPLICABLE, ANY SERIAL NUMBER, LICENSE NUMBER, BANK ACCOUNT NUMBER, OR CHARGE ACCOUNT NUMBER):

- a. _____ \$ _____

- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____
- e. _____ \$ _____
- f. _____ \$ _____
- g. _____ \$ _____
- h. _____ \$ _____
- i. _____ \$ _____
- j. _____ \$ _____

7. Spouse 2 shall pay the following debts (LIST AND IDENTIFY CLEARLY, THE DEBT, THE AMOUNT OF THE DEBT, AND TO WHOM IT IS PAYABLE, SPECIFY WHERE APPLICABLE, ANY SERIAL NUMBER, LICENSE NUMBER, BANK ACCOUNT NUMBER, OR CHARGE ACCOUNT NUMBER):

- a. _____ \$ _____
- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____
- e. _____ \$ _____
- f. _____ \$ _____
- g. _____ \$ _____
- h. _____ \$ _____
- i. _____ \$ _____
- j. _____ \$ _____

8. Spouse 1 and Spouse 2 promise the other that they shall not incur any debt or obligation for which the other may be liable, and each agrees that if any claim be brought seeking to hold one liable for the subsequent debts of the other, or for any act or omission of the other, then each will hold the other harmless, and shall defend such claim.
9. Spouse 1 and Spouse 2 acknowledge that they have provided, in the provisions of this Agreement, for payment of all joint debts of which they are aware. If any joint or marital debts or obligations are subsequently discovered to have been omitted in this Agreement, each party shall pay one half of such debt or obligation, or, in the event that prompt payment cannot be effectuated, the parties shall arrange an equal apportionment of such debt or obligation between them.
10. Each party hereby warrants to the other that all marital property and debts of which he or she has any knowledge have been listed in this Agreement and that neither he nor she is possessed of or entitled to any marital property of any kind or descriptions which has not been disclosed or agreed to be disposed of by this Agreement.
11. The parties agree that all after-discovered property that would have been marital property under the law applicable as of the date of this Agreement shall be divided equally between them.
12. Each party hereby waives any and all right to inherit in the estate of the other at his or her death or to receive any property of the other by devise or bequeath unless under a Will executed subsequent to the date of this Agreement or to claim any family allowance or to prove a homestead, or to act as administrator of the estate of the other except as nominee of another person legally entitled to said right, or to act as executor under the Will of the other unless under a Will executed subsequent to the date hereof.

13. The parties hereby agree to pay all taxes levied against them as a result of the division of the property that they each receive under this Agreement.

14. All property accumulated or acquired by either party on or after _____, _____, shall be the separated property of the party acquiring it and each party waives and releases all property rights he or she may have in such property subsequently acquired by the other party.

Executed on the day and year first written above.

Spouse 1

Spouse 2