



THE LAW OFFICE OF

CAROLYN M. BONE^{LLC}

DIVORCE & FAMILY LAW

Customary Questions by the Court
for Approval of a Settlement Agreement

Is this document (or the terms recited at the time of the hearing) your Agreement?

Has anyone forced, threatened, or coerced you into entering into this Agreement?

Has anyone promised you anything to get you to enter into this Agreement?

Are there any “side deals” you have entered into outside this Agreement?

Have you received sufficient financial information (from the Opposing Party) to enable you to make an intelligent decision about the Agreement?

Have you provided accurate financial information to the Opposing Party?

Do you consider the terms for property division to be fair and equitable to you?

Do you understand that once the property division is approved, it is final and cannot be modified?

[If Applicable] Do you understand that if you give up the right to alimony, it is a permanent waiver of that right, and you cannot ever come back and get alimony from your Spouse?

Pertaining to Children Only

Is the Agreement in the best interests of the child[ren]?

Do you understand that the Court can modify the terms of your Agreement that pertain to the minor children if there is a substantial change of circumstances later that affects them?

Has the Guardian ad Litem answered all of your questions and done everything you have asked him/her to do? Are you satisfied with the services that have been rendered by the Guardian?

Has your attorney answered all your questions and done all that you've requested him/her to do, and are you satisfied with the services that have been rendered on your behalf?

Are you under the influence of alcohol, narcotics, or any other substance that would have impaired or is impairing your understanding about the Agreement either during the negotiations or at this hearing?

Do you understand that you have the right to a trial, and that you are giving up that right by entering this Agreement and asking the Court to approve it?

Do you understand that the Court could have made a different resolution of the issues?

Do you understand that once the Agreement is approved, it becomes a Court Order and is enforceable just like any other Order; in other words, if either you or the Opposing Party violates the Agreement and the violation is found to be willful, you can be held in Contempt of Court and punished by fine, incarceration, community service, or a combination of any of those penalties?

Can you comply with all the terms of the Agreement?

Do you want the Court to approve your Agreement and make it an Order?

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