

Plaintiff's  
 Name: .....  
           Pro Se

Address: .....

Phone  
 Number: .....

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE  
 STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

	)	Case No.:
	)	
vs.	)	DECREE OF DIVORCE
	)	(Children Involved)
	)	
	)	Fee Category: F
Defendant.	)	
_____	)	Filing Fee: \$_____

This case came before the court on \_\_\_\_\_, 20\_\_\_\_. The plaintiff appeared in person. The defendant:

- appeared in person, and consented to entry of this decree.
- did not appear, but filed an admission of service and consent to entry of this decree.
- the defendant did not appear, but an order of default has been entered against the defendant.

From the record and the court's file in this case, it appears that the defendant has been a resident of the State of Idaho for more than six (6) weeks next preceding the commencement of this action, and that the allegations of the plaintiff's Complaint for Divorce are sustained.

The court specifically finds that it is in the best interest of the child/children for the plaintiff to have sole custody for the following reason(s): \_\_\_\_\_

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(This finding applies ONLY if this paragraph is completed.)

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. DIVORCE. The bonds of matrimony now existing between the plaintiff and the defendant are dissolved on the grounds of irreconcilable differences, the plaintiff is awarded an absolute decree of divorce from the defendant, and each of the parties is restored to the status of an unmarried person.

2. COMMUNITY REAL PROPERTY.

No order is entered regarding community real property because there is no allegation that the parties own any community real property.

The community real property located at \_\_\_\_\_, in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Idaho, and more fully described in the deed under which the parties acquired the property as follows: \_\_\_\_\_

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is awarded as follows:

The property is ordered to be sold and the net proceeds will be divided \_\_\_\_\_ % to the plaintiff, and \_\_\_\_\_ % to the defendant.

The property is awarded to the plaintiff, subject to any liens thereon, and the defendant is ordered to convey the defendant's interest in the property to the plaintiff upon payment of \$\_\_\_\_\_ by the plaintiff to the defendant for the defendant's equity in the property.

The property is awarded to the defendant, subject to any liens thereon, and the plaintiff is ordered to convey the plaintiff's interest in the property to the defendant upon payment of \$\_\_\_\_\_ by the defendant to the plaintiff for the plaintiff's equity in the property.

3. COMMUNITY PERSONAL PROPERTY.

No order is entered regarding community personal property because there is no allegation that the parties own any community personal property.

The plaintiff is awarded the community personal property presently in the plaintiff's possession, and the defendant is awarded the community personal property presently in the defendant's possession.

The community personal property listed in Exhibit A is awarded to the plaintiff as the plaintiff's sole and separate property, with no claim or lien by the defendant. The community personal property listed in Exhibit B is awarded to the defendant as the defendant's sole and separate property, with no claim or lien by the plaintiff. Exhibits A and B are attached to this decree and incorporated in this decree be

reference. Each party will deliver to the other party any of the community property currently in his/her possession that is awarded to the other party.

4. SEPARATE PROPERTY.

No order is entered regarding separate property because there is no allegation that the parties own any separate property.

The following property is confirmed as the plaintiff's separate property

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The following property is confirmed as the defendant's separate property

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The defendant will return to the plaintiff the following items of the plaintiff's property \_\_\_\_\_

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5. COMMUNITY DEBTS.

No order is entered regarding community debt because there is no allegation that the parties have any community debts.

The plaintiff will pay the debts listed in Exhibit A as or before they become due, and hold the defendant harmless from any further obligation concerning the debts listed in Exhibit A. The defendant will pay the debts listed in Exhibit B as or before they

become due, and hold the plaintiff harmless from any further obligation concerning the debts listed in Exhibit B. Exhibits A and B are attached to this decree and incorporated in this decree by reference.

[ ] Each party assumes any debt incurred by that party after the date of the parties' separation, will pay the debt as or before it becomes due, and will hold the other party harmless from any obligation concerning the debt. The date of the parties' separation was \_\_\_\_\_, \_\_\_\_\_.

6. SEPARATE DEBTS. The separate debts of the parties from before or during the marriage continue to be the separate debts of the party incurring such debts.

7. CHILD CUSTODY

[ ] The plaintiff and the defendant are awarded joint legal and physical custody of the child/children. The schedule for when the child/children will live with each parent will be as follows: \_\_\_\_\_

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[ ] The plaintiff and the defendant are awarded joint legal custody of the child/children. Primary physical custody of the child/children is awarded to the [ ] plaintiff [ ] defendant, subject to reasonable visitation by the [ ] defendant [ ] plaintiff. Reasonable visitation includes at least the following: \_\_\_\_\_

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The plaintiff is awarded sole custody of the child/children, subject to reasonable visitation by the defendant. Reasonable visitation is limited to the following:

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The plaintiff is awarded sole custody of the child/children. The defendant shall not have visitation with the child/children until further ordered by the court.

The court affirms the parenting plan agreement entered into between the parties, which is attached to this decree and incorporated in this decree.

8. MONTHLY CHILD SUPPORT PAYMENTS. The  plaintiff  defendant is ordered to pay child support to the  defendant  plaintiff in the amount of \$\_\_\_\_\_ per month.

a. All child support payments will be due on the \_\_\_\_\_ day of each month, with the first payment to be due on \_\_\_\_\_, \_\_\_\_\_. The child support payments will continue until each child reaches the age of eighteen (18) years, unless the child continues with his or her high school education after reaching the age of eighteen (18) years. In that event, the child support payments will continue until the child discontinues his/her high school education, or reaches the age of nineteen (19) years, whichever occurs first.

b. All payments will be made in cashier's check or money order, and identified by the number of this case and the names of the plaintiff and the defendant.

c. All payments will be made payable to the Idaho Department of Health and Welfare, and mailed to the Idaho Child Support Receipting, PO Box 7008, Boise, ID 83707-0108.

d. The plaintiff and the defendant will promptly notify the Idaho Department of Health and Welfare of any change in address.

e. Any payments made directly to the other parent and not through the Idaho Department of Health and Welfare may be considered a gift in any support enforcement proceeding.

9. MANDATORY INCOME WITHHOLDING. Pursuant to Idaho Code §32-1204, the parent obligated to pay child support under this decree (the  defendant  plaintiff), is notified as follows:

This support order is enforceable by income withholding under Chapter 12, Title 32, Idaho Code. Whenever there is a arrearage at least equal to the support payment for one (1) month, a mandatory income withholding order may be issued by the court to your employer or other person who pays you income, without prior notice to you.

10. HEALTH CARE EXPENSES AND INSURANCE

Any medical, dental, orthodontic, and optical bills for the child(ren) that are not covered by insurance will be paid as follows:

\_\_\_\_\_% by the plaintiff, and \_\_\_\_\_% by the defendant.

by the plaintiff.

by the defendant.

Pursuant to I.R.C.P. 6(c)(6)(c)(2), any health care expense for the child/children (whether medical, dental, orthodontic, optical, psychiatric, psychological, special education, addiction treatment, or counseling in any form), whether or not covered by

insurance, which would result in an actual out-of-pocket expense of over five hundred dollars (\$500) to the parent who did not incur or consent to the expense, must be approved in advance, in writing, by both parties or by prior court order.

The  plaintiff  defendant is ordered to maintain each minor child as a beneficiary of any medical, dental, and optical insurance program that is now or may become available through his/her employment and to continue that coverage so long as it is available through his/her employment.

To the extent that neither party has medical insurance available through their employment, the  plaintiff  defendant is ordered to maintain each child as a beneficiary of a medical insurance program.

The  plaintiff  defendant will maintain each child as a beneficiary of any life insurance policy he/she may have through employment or otherwise, until each child reached the age of eighteen (18) years or becomes emancipated, whichever occurs first.

11. WORK-RELATED CHILD CARE EXPENSES.

All reasonable work-related child care expenses incurred by the  plaintiff  defendant will be paid \_\_\_\_\_% by the plaintiff, and \_\_\_\_\_% by the defendant.

The net amount of all reasonable work-related child care expenses (actual costs minus child care tax credits) incurred by the  plaintiff  defendant will be paid \_\_\_\_\_% by the plaintiff, and \_\_\_\_\_% by the defendant.

12. SUPPLEMENTAL ORDER. A Supplemental Order is attached to this decree and is incorporated in this decree. The parties will comply with the Supplemental Order to the extent the order does not conflict with this decree.

13. RESTORATION OF FORMER NAME.

[ ] The wife is restored to her former name of \_\_\_\_\_.

14. EXECUTION OF DOCUMENTS. Each party will execute any documents necessary to carry out the terms of this decree.

15. COSTS. Each party will bear their own costs.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAGISTRATE JUDGE

CERTIFICATE OF MAILING

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I mailed true and conformed copies of the foregoing decree to the following persons at the following addresses, in the U.S. Mail with the correct first-class postage.

Plaintiff's Name and Address

Defendant's Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Deputy Court Clerk

EXHIBIT "A"

PERSONAL PROPERTY AWARDED TO THE PLAINTIFF

Item

Value

DEBTS TO BE PAID BY THE PLAINTIFF:

Creditor

Debt Amount

EXHIBIT "B"

PERSONAL PROPERTY AWARDED TO THE DEFENDANT

Item

Value

DEBTS TO BE PAID BY THE DEFENDANT

Creditor

Debt Amount