

VIII. APPENDIX

A. SAMPLE PROVISIONS FOR ALIMONY *IN SOLIDO*

ALIMONY IN SOLIDO

Husband agrees to pay alimony *in solido* to wife in the total sum of \$ _____. Said alimony *in solido* shall be paid at a rate of \$ _____ per month for a period of _____ months, beginning _____ and continuing thereafter until _____.

Husband and wife agree that alimony *in solido* is necessary for the support and maintenance of wife based upon the factors of T.C.A. § 36-5-101(d)(E)(1-12). The parties agree, understand, and intend that alimony *in solido* is non-modifiable and deemed not to be dischargeable in bankruptcy. Further, these alimony payments are nondeductible by the husband nor are the alimony payments includible as income for the wife.

Upon death of wife, the remainder of said payments shall pass to her designated beneficiary.

B. SAMPLE PROVISIONS FOR ALIMONY *IN FUTURO* (PERIODIC ALIMONY)

ALIMONY IN FUTURO

Husband shall pay to wife beginning on _____ and continuing thereafter on the 15th day of each month, the sum of \$ _____ per month until the occurrence of one of these events: remarriage of wife, or death of wife, whichever occurs first.

OPTIONAL

Or, cohabitation of wife with a non-relative person pursuant to T.C.A. § 36-5-101.

The remarriage of husband will not terminate husband's obligation to pay to wife said amount of alimony.

Said alimony payments are necessary for wife's support and maintenance based upon the factors of T.C.A. § 36-5-101(d)(E)(1-12). Had this case gone to court, the husband agrees that the proof would be that wife was a caring, loving committed wife and mother who focused on nurturing the personal side of marriage, that she was a homemaker for the majority of the marriage, that wife does not have a college education, that wife has no training that would allow her to live the standard of living after the divorce that she enjoyed during the marriage. Husband further agrees that he is a highly educated man, who has been in the professional world for several years, that his new employer will enhance his career opportunities, and that wife would have enjoyed the fruits of her years with her husband, but for his desire to divorce wife.

The parties agree that the alimony *in futuro* is non-dischargeable in bankruptcy as it is alimony necessary for the support and maintenance of wife. Said alimony is deductible by husband and taxable to wife. Alimony *in futuro* is modifiable by either party. However, the parties agree that these facts will not justify a material and substantial change in circumstances to support a petition to modify _____.

C. SAMPLE PROVISIONS OF ALIMONY *IN FUTURO* (PERIODIC) AND REHABILITATIVE ALIMONY

SAMPLE A

Husband agrees to pay the Wife, in addition to periodic alimony, the sum of \$ _____ per month as rehabilitative alimony for four (4) years to allow Wife to return to school and obtain a college degree. Both parties agree that after graduation from college, Wife will be partially rehabilitated, and will still need alimony *in futuro*.

SAMPLE B

The parties agree that even though Wife has a college degree, she requires additional training and education. In addition to periodic alimony of \$ _____ per month, Husband agrees to pay \$ _____ for two (2) years to allow her to complete this training. Said monies are rehabilitative support and maintenance that shall terminate upon the death of payee and shall remain within the control of the court for the duration of those two (2) years.

**D. SAMPLE PROVISIONS FOR REHABILITATIVE ALIMONY
ALIMONY, REHABILITATIVE**

The parties agree that wife is in need of support and husband has the ability to pay alimony. Therefore, husband shall pay to wife as Rehabilitative Alimony, the sum of \$ _____ per month for _____ months beginning on _____ and continuing thereafter on the fifteenth day of each month for the next _____ months, or until wife's death, whichever occurs first.

OPTIONAL

Said payments will terminate upon the remarriage of wife. Remarriage includes both the ceremonial marriage and cohabitation with an unrelated person of the opposite sex for a period of more than thirty (30) days. Subsequent divorce, annulment, or separation shall be immaterial in this determination.

Said payments are subject to modification for unforeseen changes of circumstances that occur during the period of the payments. The parties intend that unforeseen changes of circumstances include _____.

Said alimony payments are taxable to wife and deductible by husband. The parties agree that the alimony shall not be discharged in bankruptcy as the rehabilitative alimony is necessary for the support and maintenance of wife.

The rehabilitative alimony shall or shall not terminate upon the death of the husband.

E. SAMPLE PROVISION TRANSITIONAL ALIMONY

Husband agrees to pay Wife \$ _____ for _____, months, as transitional alimony. Said alimony shall terminate upon the death of the payee. The parties agree that said alimony is not modifiable.

The parties agree that Wife does not need rehabilitative alimony but needs assistance to adjust to the economic consequences of this divorce.

The payment of transitional alimony shall be taxable to the recipient and deductible by payor.

OPTIONAL

Said payments shall terminate upon the death of payor.

Said payments will terminate upon the remarriage of the recipient.

The parties agree that transitional alimony is modifiable upon a showing of a substantial and material change of circumstances.

F. SAMPLE PROVISION OF RESERVING ALIMONY

Wife/Husband hereby specifically reserves the right to claim alimony at some time in the future, when, and if, the financial circumstances of the parties are such that the wife/husband can demonstrate the need and the other party's ability to pay said alimony. Further, the wife/husband shall have the right to claim alimony to the extent the other party was ordered to pay any obligation on which the wife/husband was jointly liable, but which in fact the spouse did not pay and the other party had to pay.

G. SAMPLE PROVISION OF WAIVER OF ALIMONY

The parties waive alimony, unless except as specified in this Agreement.

H. OTHER PROVISIONS

LIFE INSURANCE

Husband, at his expense, shall obtain and maintain in full force and effect, a life insurance policy on his life, naming wife as irrevocable beneficiary in the amount of \$ _____ to cover the total alimony payments remaining due, then the children as irrevocable beneficiaries until each reaches the age of majority.

Any failure to provide insurance as outlined above shall also be a claim against the estate of insured.

OPTIONAL

LIFE INSURANCE

It is agreed that the alimony payor shall obtain and/or maintain life insurance on himself/herself in the amount of \$ _____, and shall name the payee spouse as sole and irrevocable beneficiary thereof for so long as the payor has any alimony obligation to the payee.

The payor spouse shall, within 30 days of the date of the granting of absolute divorce between the parties, provide the payee spouse with proof of the insurance required to be maintained by the payor spouse pursuant to the terms of this paragraph. The payor spouse will further provide the payee spouse with proof of the insurance required by the terms of this paragraph by January 31 of each year until the payor spouse's obligation under this provision has expired. Said proof shall include information confirming that the policy is in full force and effect, listing the name of the insurance company, the policy number, the face amount of the insurance coverage and stating that the payee spouse is named the sole beneficiary thereof. In the event the payor spouse fails to maintain the insurance required hereunder, then the payee spouse shall have a claim against the payor spouse's estate for an amount equal to the amount of insurance the payor spouse was required to maintain but did not maintain.

The payor spouse, by this Agreement, authorizes all insurers hereunder to provide directly to the payee spouse any information the payee spouse may request concerning the status of said life insurance. Further, the payor spouse hereby instructs all insurers hereunder to notify the payee spouse directly of any requested change of beneficiary or lapse in premiums.

ATTORNEY'S FEES

Husband will pay to wife the sum of \$ _____ as non-deductible, non-dischargeable alimony necessary for wife's support. Said sum is to be paid prior to entry of the Final Decree of Divorce.

DEATH

Should there be any obligation, alimony, child support, life insurance, or other outstanding upon the death of husband which obligation is not satisfied by life insurance or by will or trust, then it will be a claim against the estate of the deceased for monies or things due or to become due in the future under this Marital Dissolution agreement by the persons entitled to receive those monies or things.

HEALTH INSURANCE

The parties agree that Husband/Wife shall cooperate to allow the other spouse to obtain health insurance through the Participant's employer's health insurance plan. The Participant shall notify the Plan Administration no later than sixty (60) days of the date of the divorce that the other spouse will be a beneficiary of the health insurance plan. Participant shall pay the premium of the qualified beneficiary as alimony necessary for his/her support for the entire thirty-six (36) months of coverage.

DEBTS

The parties intend that husband shall pay these debts, as support necessary for the wife's maintenance and daily needs. Husband shall indemnify and hold wife harmless for the following debts:
