



SHINGLE SPRINGS BAND OF MIWOK INDIANS TRIBAL COURT

P.O. Box 1340, Shingle Springs, CA 95682

Telephone: (530) 698 – 1446

Website: <https://www.shinglespringsrancheria.com/tribal-court/>

## PUBLIC GUIDE INFORMATION SHEET

### TOPIC: Domestic Partnership – Master Settlement Agreement

**How to Fill Out a Master Settlement Agreement, Form FL-102** Please read these instructions before filling out the form. If you have questions, please contact the Clerk of the Court. While Court staff cannot provide you with legal advice, staff may be able to provide you with referrals and resources to those who can assist you.

The Master Settlement Agreement is a document that describes what will happen to any children, property, debts, and other assets if the domestic partnership ends. It also sets out the terms of any child support and/or spousal support. Please fill out this form carefully.

**→ It is recommended that each partner separately speak with an attorney prior to signing the Master Settlement Agreement.**

*Note: The Tribal Court will enforce this agreement to the best of its abilities, however, some portions may not be followed if the Family Code or other Tribal Codes require a different arrangement.*

### **Information of People Completing this Agreement**

This section asks for the contact information of the two people in the domestic partnership. It does not matter who you pick as “Partner A” and “Partner B.” However, you will be asked to fill out more information about Partner A and Partner B throughout this form, so please keep in mind who is assigned to each letter as you complete the Master Settlement Agreement.

Partner A: Write the full name of one person in the domestic partnership.

Address: Write the street address, city and zip code of Partner A’s home address.

Phone: Write Partner A’s phone number.

Partner B: Write the full name of the other person in the domestic partnership.

If Partner B has the same home address and phone number as Partner A, please check the appropriate boxes. If you check both boxes, you do not need to fill out any other information in this section.

Address: If Partner B has a different home address than Partner A, please write the street address, city and zip code of Partner B’s home address.

Phone: If Partner B has a different phone number than Partner A, please write Partner B’s phone number here.

### **Introduction**

Please write Partner A and Partner B’s names on the lines provided in the introductory paragraph. Remember which partner is Partner A, and which partner is Partner B. Keep the same people as



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Partner A and Partner B for the remainder of the form.

Next, write the date (month, day, year) that the domestic partnership will begin.

**Paragraph 1: “The Parties agree...”** This paragraph simply states that this form, the Master Settlement Agreement, will govern what happens if the domestic partnership is terminated.

**Paragraph 2: Children**

This section describes what will happen to any children born from the domestic partnership.

**a. Custody**

- i. Physical Custody:** Physical custody refers to the right to have the child(ren) live with the parent. Write the percentage of physical custody each partner will have on the lines provided (e.g. 50%-50% for an equal split in physical custody or 25%-75% or 90%-10% etc.).
- ii. Legal Custody:** Legal custody refers to the right to make decisions for the child without consulting the other parent. Usually this refers to education and health care decisions. Write the percentage of legal custody each partner will have on the lines provided.
- iii. Visitation:** The visitation schedule outlines what holidays and days of the week the child(ren) will spend with each partner. The visitation schedule should be consistent with the physical custody agreement in section (i).

For example, if your physical custody agreement is 50%-50%, then the visitation schedule you describe in this section should split holidays and days of the week equally (e.g. the child(ren) is with Partner A one week, and Partner B the next week, and custody switches from one partner to the other every holiday).

*Note:* Custody decisions may result in tax consequences such as claiming dependents. Each partner should consult a tax advisor if they have any questions.

**b. Support**

This section determines what the child support situation will be between you and your partner if you end the domestic partnership. Please check one of the boxes.

- If you check the first box, you agree that Partner A will pay child support to Partner B on a monthly basis until the child(ren) turns 18. Please write the dollar amount per month that A will pay to B.

OR

- If you check the second box, you agree that Partner B will pay child support to Partner A on a monthly basis until the child(ren) turns 18. Please write the dollar amount per month that B will pay to A.

OR



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- If you check the third box, you agree to use the California Child Support Guidelines to determine the child support situation. The Guidelines consider both parents' incomes and the amount of time each parent physically spends with the child to calculate how much each partner must pay the other in child support. If you check this box, you may have to return to Tribal Court to clarify the exact amount of child support each partner must pay.

OR

- If you check the fourth box, you agree that the Tribal Court will determine the amount of child support for each partner.

**Paragraph 3: Property**

This section determines what will happen to all property acquired during the domestic partnership. In most circumstances, property that is owned by each partner before the domestic partnership will remain that partner's property after the domestic partnership ends.

- a. **Real Property:** Real property refers to land, buildings, homes, and other immovable structures on the land. Please check one of the boxes to describe how any real property acquired during the domestic partnership will be divided upon termination of the domestic partnership agreement.

- If you check the first box, Partner A will get ownership of all real property acquired during the domestic partnership. Partner A will also get 100% of the mortgage interest that they can deduct on their tax return.

OR

- If you check the second box, Partner B will get ownership of all real property acquired during the domestic partnership. Partner B will also get 100% of the mortgage interest that they can deduct on their tax return.

OR

- If you check the third box, all real property will be sold before the domestic partnership ends and each partner will receive a percent of the profits from the sales. Please write what percent of the profits each partner will receive on the lines provided. (e.g. 50%/50% or 60%/40% or 70%/30% etc.)

- b. **Personal Property:** Personal property refers to movable property (e.g. cars, animals, furniture, clothing, etc.). This section states that all personal property will be owned by the Partner that possesses or controls the property. This section also describes what will happen to personal property that is jointly-held, or owned by both partners (e.g. a car purchased in both partners' names, or using both partners' individual funds).

Check one box to determine what will happen to all jointly-held personal property.

- If you check the first box, the **totalvalue** of all personal property will be split 50%-50% between both partners. This split refers to the **total value** of all joint personal property not the number of items. For example, if you jointly owned one car worth \$5,000, a



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second car worth \$3,000, a couch worth \$1,000, and a bed worth \$1,000 (a total of \$10,000 of jointly-held personal property), a 50-50 split would result in each partner receiving \$5,000 worth of property. This would probably mean one partner would take the \$5000 car, and the other would take the second car, the couch, and the bed.

OR

- If you check the second box, you will divide the jointly-held personal property between partners in whatever way that you want. Please describe in as much detail as possible what types of jointly-held personal property will go to each partner. For example, the red car to Partner A; the blue car to Partner B etc..
- c. **Financial Accounts:** This section describes what the parties will do with their financial accounts during the domestic partnership, and what will happen to the financial accounts if the domestic partnership ends.
- Check the first box if the parties will keep their financial accounts separate during the domestic partnership. This means that each partner will have their own, independent financial accounts (bank accounts, retirement accounts, life insurance policies, etc.) and that upon termination of the domestic partnership agreement, each partner will keep their own accounts. There will not be any division of the accounts.

OR

- Check the second box if the parties will combine their financial accounts during the domestic partnership. Then, provide the percentage of the joint accounts that each partner will receive upon the termination of the domestic partnership agreement. (e.g. 50%/50%; 60%/40%; 80%;20% etc..)

#### Paragraph 4: Debts

This section assigns responsibility to debts incurred during the domestic partnership. Any debts incurred before the domestic partnership will be that partner's debt only (i.e. a separate debt). Partners will not have any responsibility to pay off separate debts that are not their own.

To decide what to do about debts incurred *during* the domestic partnership, check one of the boxes in this section. Examples of debts incurred during a domestic partnership include a mortgage taken out on a home, a loan obtained to pay a down payment on a house, or even a student loan taken out by one partner so that they can attend school, so long as any of these debts occurred during the domestic partnership.

- If you check the first box, then each partner will be responsible for any debts that they individually incurred during the domestic partnership. For example, if one partner took out a student loan to attend school during the domestic partnership, that partner would be responsible for paying that debt.

OR



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- If you check the second box, then you will decide which debts each partner will be responsible for. Please describe, in as much detail as possible, the debts that each partner will be responsible for paying off. (e.g. Partner A will pay off the red car; Partner B will pay off the blue car etc..)

**Paragraph 5: Partner Support**

In this section, you will decide what kind of spousal support agreement you will have. You can choose not to have any spousal support, or you can choose one of the methods to determine how much spousal support each partner will pay the other. This is separate, and in addition to, and child support.

- Check the first box if you do not want either partner to pay spousal support.  
OR
- Check the second set of boxes OR the third set of boxes if you want to establish a spousal support agreement.
  - Check the second set of boxes if you want to calculate the spousal support payments based on a percentage of each partner’s income for a certain amount of time.

Then, write the percentage of Partner A’s income that A will pay to support Partner B. Also write the amount of time in years and/or months that A will pay spousal support to B. Fill out this information for Partner B’s spousal payments to Partner A.

OR

- Check the third set of boxes if you want spousal support payments to be a fixed amount of money each month for a specified amount of time.

Then, write the amount that Partner A will pay to Partner B each month. Also write the amount of time in years and/or months that A will pay spousal support to B. Fill out this information for Partner B’s spousal payments to Partner A.

*Note:* No action is required for Paragraphs 6-8. By signing this form, you are agreeing to Paragraphs 6-8.

**Paragraph 6: Entire Agreement** This form and only this form will be the partners’ agreement regarding termination of the domestic partnership. No other agreements will be considered if the domestic partnership ends.

**Paragraph 7: Severability** If the Tribal Court decides that one or more parts of this agreement are invalid, illegal or unenforceable, then the Court will not enforce the invalid sections, but they will enforce the parts of the agreement that are valid.

**Paragraph 8: Enforceability** The Shingle Springs Band of Miwok Indians Tribal Court will be the Court that enforces this agreement.



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**Signatures**

The agreement must be notarized. DO NOT SIGN THE AGREEMENT WITHOUT A NOTARY.

The notary must witness your signatures and verify your identity. The notary will tell you when to write the date the Agreement was entered into and have each partner sign and write the date on the lines provided.

**Notary Acknowledgment**

Please do not fill out this section. A notary public or other authorized person will fill out this section to verify the Master Settlement Agreement.

**If you have any questions about how to fill out this form, or about the domestic partnership process in general, contact the Tribal Court Self Help Center.**

Shingle Springs Band of Miwok Indians  
Tribal Court

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Placerville, CA  
95667  
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Self Help Center  
**Open 8-5, M-F**  
**Attorney consultation by appointment only.**