

INFORMATION SHARED WITH PARTIES RELATED TO DOMESTIC RELATIONS LAW

The Mediation Center Inc. does not provide legal advice or counsel. Each party has been encouraged to be fully advised by their respective counsel regarding the legal, financial, and practical effect of any agreement entered into.

Equitable Distribution Factors:

In arriving at the distribution of the parties' real and personal property, the parties have specifically taken into account the following factors:

- a) The income and property of each party at the time of marriage, and at the time of the commencement of the action;
- b) The duration of the marriage and the age and health of both parties;
- c) The need of a custodial parent to occupy or own the marital residence and to use or own its household effects;
- d) The loss of inheritance and pension rights upon dissolution of the marriage as of the date of dissolution;
- e) The loss of health insurance benefits upon dissolution of the marriage;
- f) The amount of maintenance payable under this Agreement;
- g) Any equitable claim to, interest in, or direct or indirect contribution made to the acquisition of such marital property by the party not having title, including joint efforts or expenditures and contributions and services as a spouse, parent, wage earner and homemaker, and to the career or career potential of the other party;
- h) The liquid or non-liquid character of all marital property;
- i) The probable future financial circumstances of each party;
- j) The impossibility or difficulty of evaluating any component asset or any interest in a business, corporation or profession, and the economic desirability of retaining such asset or interest intact and free from any claim or interference by the other party;
- k) The tax consequences to each party;
- l) The wasteful dissipation of assets by either spouse;
- m) Any transfer or encumbrance made in contemplation of a matrimonial action without fair consideration.

Post-Divorce Maintenance Factors:

With respect to spousal maintenance agreed to herein, the parties have considered the following:

- a) the age and health of the parties;
- b) the present or future earning capacity of the parties, including a history of limited participation in the workforce;
- c) the need of one party to incur education or training expenses;
- d) the termination of a child support award before the termination of the maintenance award when the calculation of maintenance was based upon child support being awarded which resulted in a maintenance award lower than it would have been had child support not been awarded;
- e) the wasteful dissipation of marital property, including transfers or encumbrances made in contemplation of a matrimonial action without fair consideration;
- f) the existence and duration of a pre-marital joint household or a pre-divorce separate household;
- g) acts by one party against another that have inhibited or continue to inhibit a party's earning capacity or ability to obtain meaningful employment. Such acts include but are not limited to acts of domestic violence as provided in section four hundred fifty-nine-a of the social services law;
- h) the availability and cost of medical insurance for the parties;
- i) the care of children or stepchildren, disabled adult children or stepchildren, elderly parents or in-laws provided during the marriage that inhibits a party's earning capacity;
- j) the tax consequences to each party;
- k) the standard of living of the parties established during the marriage;
- l) the reduced or lost earning capacity of the payee as a result of having forgone or delayed education, training, employment or career opportunities during the marriage;
- m) the equitable distribution of marital property and the income or imputed income on the assets so distributed;
- n) the contributions and services of the payee as a spouse, parent, wage earner and homemaker and to the career or career potential of the other party; and
- o) any other factor which the court shall expressly find to be just and proper.

Child Support Factors:

With respect to child support agreed to herein, the parties have considered the following:

- a) The financial resources of the custodial and noncustodial parent, and those of the child;
- b) The physical and emotional health of the child and his/her special needs and aptitudes;
- c) The standard of living the child would have enjoyed had the marriage or household not been dissolved;
- d) The tax consequences to the parties;
- e) The non-monetary contributions that the parents will make toward the care and wellbeing of the child;
- f) The educational needs of either parent;
- g) A determination that the gross income of one parent is substantially less than the other parent's gross income;
- h) The needs of the children of the non-custodial parent for whom the non-custodial parent is providing support who are not subject to the instant action and whose support has not been deducted from income pursuant to Domestic Relations Law Section 240(1b)(b)(5)(vii)(d), and the financial resources of any person obligated to support such children, provided, however, that this factor may apply only if the resources available to support such children are less than the resources available to support the children who are subject to the instant action;
- i) Provided that the child is not on public assistance (i) extraordinary expenses incurred by the non-custodial parent in exercising visitation, or (ii) expenses incurred by the non-custodial parent in extended visitation provided that the custodial parent's expenses are substantially reduced as a result thereof.

TERMINATION OF SUPPORT OBLIGATION (Emancipation Events)

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Both parties acknowledge and understand that child support obligations ceases upon each child's attainment of any of the following events:

- a) Child reaches the age of twenty-one (21) years;
- b) Child marries, even though such marriage may be void or avoidable;
- c) Permanent residence away from the residence of either parent. Residence at boarding school, camp or college is not to be deemed as residence away from the residence of either parent and, hence, such residence at a boarding school, camp or college, is not an Emancipation Event;
- d) Death;
- e) Entry into the Armed Forces of the United States or the Peace Corps or other similar service; provided, however, that upon discharge from the Armed Forces, Peace Corps or other similar service, the child shall not be regarded as emancipated unless or until another emancipation event has occurred.
- f) Engaging in full-time employment and after the attaining by the child of eighteen (18) years of age, except and providing that:
 - 1) Engaging by the child in part-time employment shall not be deemed an Emancipation Event; however, if the child is employed part-time and is capable of full-time employment, the parties shall re-enter mediation to determine a new support schedule based on the then-existing circumstances of the child's capabilities for self-support; and
 - 2) Engaging by the child in full-time employment during vacation and summer periods only shall not be deemed an Emancipation Event.
- g) Despite anything contained in this Appendix, an Emancipation Event shall be deemed deferred beyond the twenty-first (21st) birthday of the child only if, and so long as the child pursues undergraduate college education with reasonable diligence and on a normally continuous basis, unless interrupted by good cause.
- h) College education does not include education in the evening, unless said education constitutes a full course of study normally ending in four (4) years.
- i) If, prior to Emancipation, the child chooses to reside with the non-residential parent, the child support provisions are adjusted appropriately for the new residential arrangement.