

**Contract for Employment**

Now on the date so written below, the following entities acknowledge understanding and consent to the terms hereof and agree to be bound thereby. This contract is between Martin Paralegal Service, Party of the First Part, and \_\_\_\_\_, Party of the Second Part, hereinafter referred to as "Client."

Client acknowledges that he/she/it is retaining the services of Martin Paralegal Service to prepare all paperwork necessary to obtain the following agreed objective: DIVORCE WITH CHILDREN. Client acknowledges that this packet will include all paperwork necessary to complete the above listed goal within the parameters of the information given by client to Martin Paralegal Service. Client acknowledges that Martin Paralegal Service will not, and cannot, give legal advice or legal information, but is simply completing paperwork, based on information obtained from Client, which will enable client to do all necessary filing to accomplish the objective specified above.

Client acknowledges that he/she/it understands that Martin Paralegal Service is not an attorney and does not have an attorney on staff. Therefore, if legal advice or legal information is needed by the Client, Martin Paralegal Service will provide referrals to licensed attorneys, with no warranty regarding any services provided by any attorney retained by client on referral of Martin Paralegal Service.

Client hereby acknowledges that the fee for the above listed services is \$250.00, and that no paperwork, of any kind or amount, will be completed or delivered to Client until said fee is paid in full. The fee shall be paid as follows: \$250.00 paid up front.

In consideration for said fee, Martin Paralegal Service agrees to provide its best efforts at preparing all necessary paperwork which can be used to accomplish the above listed objective of Client. Additionally, in consideration for said fee, Martin Paralegal Service agrees to exercise its best effort at completing said paperwork in a timely fashion, giving consideration to weekends and holidays. Martin Paralegal Service does not warrant the information given by Client, but is simply using the information given to complete the paperwork necessary. If Client gives incomplete or incorrect information which leads to a conclusion not wanted by Client, Martin Paralegal Service is not responsible therefore. Martin Paralegal Service agrees and acknowledges to make any changes due to errors made by Martin Paralegal Service, at no cost to Client.

Client acknowledges that Martin Paralegal Service will complete the paperwork necessary for Client to obtain the above listed objective, in accordance with the information given by Client. If Client wishes to make changes, said changes must be given to Martin Paralegal Service within 24 hours, or prior to the completion of the paperwork. If said changes are not given by Client with the specified and required time, an additional fee may be charged to Client to effect said changes. Fees shall vary on a case-by-case basis at the discretion of Martin Paralegal Service. Said payment shall be made prior to completion of said services.

Client acknowledges that the fees listed above are specifically for the objective listed above and if any additional work is requested by Client, Client must enter into a new contract and pay the required fee to Martin Paralegal Service to obtain said services.

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

Accepted By Client:

Accepted by Martin Paralegal Service

\_\_\_\_\_

\_\_\_\_\_

# MARTIN PARALEGAL SERVICE

---

## DOMESTIC RELATIONS QUESTIONNAIRE SHEET

Dated: \_\_\_\_\_ You are the:  Husband  Wife

### GENERAL INFORMATION

Husband: \_\_\_\_\_ Wife: \_\_\_\_\_

Phone No. \_\_\_\_\_ Phone No. \_\_\_\_\_

E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

\_\_\_\_\_

### INFORMATION NEEDED TO PREPARE ALL PAPERWORK

(Please fill out questionnaire in its entirety. If a question does not apply to you, please indicate this by writing "N/A" or putting an "X" through that section.)

County you have resided in for last 30 days? \_\_\_\_\_

Lived in the state of Oklahoma for at least the last 6 months?  Yes  No

*If No, you will have to file in your previous state or wait until you have been in Oklahoma for at least 6 months.*

Date Married: \_\_\_\_\_

Place (county & state): \_\_\_\_\_

### INFORMATION REGARDING CHILDREN

Complete this section only if there are minor children born or adopted in this marriage.

Who have the children lived with since separation?  Mother  Father

CHILD'S FULL NAME	MALE/ FEMALE	AGE	DOB	SOCIAL SECURITY NUMBER

1. List all addresses that you, your spouse and the minor children have lived for the past five (5) years. Give dates for each address in chronological order, with your last and current address first.

DATES (TO - FROM)	ADDRESS	CITY	STATE	ZIP

2. Have either you or your spouse participated as a party, witness or in any other capacity, in any type of litigation concerning the custody of your child(ren) in this state or any other state?  Yes  No

*If your answer is YES, give complete details:* \_\_\_\_\_  
\_\_\_\_\_

3. Is there any type of custody proceeding concerning your child(ren) now pending in any Court of this State or any other State to your knowledge?  Yes  No

*If your answer is YES, give complete details:* \_\_\_\_\_  
\_\_\_\_\_

4. Is there any other person or entity who has physical custody of your child(ren) OR claims some right to have custody or visitational privileges with respect to your child(ren)?  Yes  No

*If your answer is YES, give complete details:* \_\_\_\_\_

\_\_\_\_\_

5. Who do you propose be the custodial parent?

Father (sole)  Mother (sole)

Joint (lives with father)  Joint (lives with mother)

(Joint custody means “joint decision making”. Any altering decisions to be made concerning the child(ren), such as doctors, daycares, schools to attend, etc., should be discussed between the parents until an agreement is made. One parent will still have primary physical custody of the child(ren) and will make final decisions if an agreement can’t be reached between the parties. The parent without primary physical custody will still have a set visitation schedule ordered by the court. Please find attached, a sample visitation schedule that is very commonly used. You may make any changes to this schedule as long as there is an agreement to do so between the parties.)

6. Please express changes you would like to make to visitation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Please indicate who will claim the child(ren) each year on taxes.

Mother Which years?  Even  Odd  All

Father Which years?  Even  Odd  All

8. Please indicate who will provide insurance for the child(ren).

Mother  Father

Even if the child(ren) are on Soonercare it still needs to be known who will provide insurance if they become no longer eligible for Soonercare.

**INCOME INFORMATION**

INCOME INFORMATION	HUSBAND	WIFE
Gross monthly income from salary and wages, including commissions, bonuses, allowances and overtime.		

**SEPARATE PROPERTY**

- List all property which was acquired by either you or your spouse (1) prior to marriage, (2) by inheritance, or (3) since the date of separation:

ASSET	DATE ACQUIRED	SOURCE OF ACQUISITION	CURRENT POSSESSION	CURRENT VALUE
1.				
2.				
3.				

**MARITAL ASSETS**

On attached **Schedule 1: “Assets Acquired During Marriage”** complete all information for all property which was acquired by either you or your spouse from the date of marriage until the date of separation, not listed below, that you want set out on the final decree.

**Automobiles:**

AUTOMOBILE YEAR/MAKE	VIN No.	AMOUNT OWED/ LIENHOLDER	WHO WILL RETAIN VEHICLE	WHO WILL RETAIN DEBT
1.				
2.				
3.				
4.				

**Securities - stocks, bonds:**

NAME OF COMPANY	POLICY NO.	FACE AMOUNT	WHO WILL RETAIN POLICY
1.			
2.			
3.			

**Cash and Deposit Accounts** (banks, savings & loans, credit unions - savings and checking)

BANK/CREDIT UNION	ACCOUNT NO.	TYPE OF ACCOUNT	WHO WILL RETAIN ACCOUNT
1.			
2.			
3.			
4.			

**Life Insurance:**

NAME OF COMPANY	POLICY NO.	OWNER	FACE AMOUNT	WHO WILL RETAIN POLICY
1.				
2.				
3.				
4.				

**Profit Sharing, 401K, or Retirement:**

NAME OF ACCOUNT	OWNER	WHO WILL RETAIN ACCOUNT
1.		
2.		
3.		
4.		

**Real Estate.** Where more than one parcel of real estate owned, attach sheet with identical information for all additional property

1.	Legal Description	Attach copy of deed or call County Assessor for legal description
2.	Street Address	
3.	Mortgage Holder	
4.	Other Lien Holders	
5.	Who will retain the property	

**Business Interest:**

NAME OF BUSINESS	TYPE OF BUSINESS	WHO WILL RETAIN THE BUSINESS
1.		

2.		
----	--	--

**MARITAL DEBTS**

On attached **Schedule 2: “Outstanding Debts Incurred During Marriage”** complete all information for all outstanding debts which were acquired by either you or your spouse from the date of marriage until the date of separation.

**WIFE’S FORMER NAME**

**Wife Only:** At the time of the final Decree, do you wish for the wife to be restored to a former name?  Yes  No

Full former name: \_\_\_\_\_

**COMMENTS OR ADDITIONAL INFORMATION**

---



---



---



---



---



---



---



---

I have read the above and foregoing document and have provided the information as requested. The information is true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_

\_\_\_\_\_  
Client Signature

**SCHEDULE “1”**

**ASSETS ACQUIRED DURING MARRIAGE**

List *all* Household Furnishings, Furniture, Appliances, Equipment, Jewelry, Furs, etc. acquired during the marriage which does not have a debt attached to them but you would like set out in the decree.

ASSET	WHO WILL RETAIN ASSET
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	





## **MOST GENERALLY USED VISITATION SCHEDULE**

It is Ordered by the Court that the parents shall have visitation with the minor children of the parties as set out below, be it understood that the receiving parent shall pick up the child at the beginning/end of visitation periods:

### **Weekend Visitation**

Non-Custodial parent shall have visitation with the minor children every other weekend from 6:00 p.m. Friday until 6:00 P.M. Sunday.

In addition, all state, federal and school holidays (such holidays being defined as any day, Monday through Friday, during the school year, when the children are not required to be in attendance at school and are not set out below) shall go to the parent who is entitled to exercise weekend visitation. (For example, for a Wednesday, Thursday, Friday holiday, the parent who is entitled to have the weekend shall pick up the minor children at 6:00 p.m. on the last day that school is in session that week. For Monday, Tuesday holidays, the parent who has the children on the weekend shall return the child to the custodial parent at 6:00 p.m. on the day before which school resumes.)

Weekend Visitation shall apply during the school year only and ends on the Friday immediately following the last day of school, at which time Summer Visitation shall commence as set out below.

### **Holiday Visitation**

<u>Holiday</u>	<u>Odd Years</u>	<u>Even Years</u>
Spring Break (from 6:00 p.m. the day school gets out until 6:00 p.m. the day before school starts.)	Father	Mother
Easter (from 6:00 p.m. Friday until 6:00 p.m. Sunday.)	Mother	Father
Fourth of July (from 6:00 p.m. July 3 <sup>rd</sup> until 6:00 p.m. July 5 <sup>th</sup> )	Father	Mother
Mother's Day Weekend (from 6:00 p.m. Friday until 6:00 p.m. Sunday)	Mother	Mother
Father's Day Weekend (from 6:00 p.m. Friday until 6:00 p.m. Sunday)	Father	Father
Thanksgiving (from 6:00 p.m. the day before Thanksgiving until 6:00 p.m. the day after Thanksgiving)	Mother	Father
Christmas Break (from 6:00 p.m. the day school gets out until 6:00 p.m. Christmas Eve.)	Mother	Father

Christmas Break

Father

Mother

(from 6:00 p.m. Christmas Eve until 6:00 p.m. the day before schools starts.)

Holiday visitation supersedes regularly scheduled visitation and shall be exercised by the parent so designated regardless of who would otherwise have the weekend visitation period.

### **Summer Visitation**

- (a) The non-custodial parent shall have summer visitation for two weeks in June and two weeks in July and must notify the custodial parent of the dates by May 1<sup>st</sup>. The July 4<sup>th</sup> holiday (from 6 p.m. on July 3<sup>rd</sup> to 6 p.m. on July 5<sup>th</sup>) shall alternate between the parties on a yearly basis. The non-custodial parent shall not select dates in July which include the July 4<sup>th</sup> holiday in consecutive years.
- (b) If the child(ren)'s school year does not begin until after September 1<sup>st</sup>, an additional week of visitation in August will be available with dates to be agreed upon by the parents by July 1<sup>st</sup>.
- (c) Until the child(ren) reaches the age of 5 years old or is enrolled in school, whichever comes first, non-custodial parent shall have summer visitation every other week beginning June 1<sup>st</sup> and ending September 1<sup>st</sup>.

### **GENERAL PROVISIONS**

- 1. The receiving parent shall be the one to pick up the child.
- 2. Both parents shall be allowed liberal telephone communications with the child(ren).
- 3. Both parents are ordered to keep each other informed of their respective addresses and telephone numbers.
- 4. Holidays and other dates shall be determined in accordance with the calendar of the school the child attends. If child is not attending school, then dates shall be determined according to the calendar for the public school district in which the child resides.
- 5. This Visitation Schedule is intended to provide a minimum level of visitation. The parties are encouraged to provide for additional visitation by mutual agreement.
- 6. If either parent plans to move, he or she is ordered to notify the other parent in writing of the new address at least 30 days in advance.

***PLEASE KEEP IN MIND THAT THE VISITATION SCHEDULE IS A "FALL BACK" IF AN AGREEMENT CAN NOT BE REACHED. THE COURTS ENCOURAGE THE PARENTS TO PROVIDE ADDITIONAL VISITATION, ABOVE AND BEYOND THE SCHEDULE, BY MUTUAL AGREEMENT.***