

**THE STATE OF NEW HAMPSHIRE**  
**JUDICIAL BRANCH**  
<http://www.courts.state.nh.us>

Court Name: \_\_\_\_\_  
Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
(if known)

**TEMPORARY DECREE ON PETITION FOR DIVORCE, LEGAL SEPARATION, OR  
CIVIL UNION DISSOLUTION**

**This decree is (choose one):**

- Agreed to by Parties     Proposed By \_\_\_\_\_  
 Ordered by the Court after hearing on \_\_\_\_\_ at which  petitioner  respondent appeared.

**1. Type of Case: (choose one)**

- DIVORCE  
 LEGAL SEPARATION  
 CIVIL UNION DISSOLUTION

**2. Parenting Plan and Uniform Support Order                       N/A**

- See attached Parenting Plan and Uniform Support Order

**3. Tax Exemptions for Children     N/A**

The parties shall claim the minor child(ren) as dependent(s) on a temporary basis for all income tax purposes, in the following manner:

- Petitioner shall be entitled to claim \_\_\_\_\_  
 Respondent shall be entitled to claim \_\_\_\_\_  
 A parent may only claim a child as a dependent if that parent is current on child support for the applicable tax year.

**4. Guardian ad Litem Fees     N/A**

- See Order on Appointment of Guardian *ad Litem*  
 Other: \_\_\_\_\_

**5. Alimony     N/A**

\_\_\_\_\_ shall pay the sum of \$ \_\_\_\_\_ per \_\_\_\_\_ as temporary alimony. See attached Uniform Support Order.

**6. Health Insurance for Spouse     N/A**

- Each party shall be responsible for his/her own medical and dental insurance and for paying all of his/her own unreimbursed medical, dental, optical, and other expenses not otherwise covered by insurance.  
 \_\_\_\_\_ shall maintain health insurance for the benefit of \_\_\_\_\_ on a temporary basis.  
 \_\_\_\_\_ shall be responsible for payment of the premiums.

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7. **Life Insurance**  N/A

Each party shall maintain existing life insurance policies. No change in beneficiaries or the amount of coverage shall be made and no encumbrances shall be placed on the policies.

\_\_\_\_\_ shall maintain a life insurance policy in the minimum amount of \$ \_\_\_\_\_ designating \_\_\_\_\_ as trustee for the benefit of the child(ren).

Other: \_\_\_\_\_

8. **Motor Vehicles**  N/A

Each party is awarded the use of the vehicles in his/her possession. Each party shall be responsible for all expenses as to the vehicles in his/her possession, including car payments, maintenance, registration and insurance.

Other: \_\_\_\_\_

9. **Furniture and Other Personal Property**  N/A

Each party is awarded the temporary use of the furniture, furnishings, and other personal property currently in his/her possession.

Petitioner is awarded the temporary use of the following specific items of personal property: \_\_\_\_\_

Respondent is awarded the temporary use of the following specific items of personal property: \_\_\_\_\_

10. **Retirement Plans and Other Tax-Deferred Assets**  N/A

Each party shall maintain any pension, retirement, 401(k), IRA, or other retirement account in his/her name, and no reduction in, or encumbrance thereon, shall be made.

Other: \_\_\_\_\_

11. **Other Financial Assets**  N/A

Each party is awarded the use of any bank accounts currently in his/her name.

Each party is awarded the use of any stocks, bonds, or other investments currently in his/her name.

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**12. Business Interests of the Parties  N/A**

\_\_\_\_\_ is awarded the temporary control of the business, including the payment of all expenses for the business, known as \_\_\_\_\_

Other:  
\_\_\_\_\_  
\_\_\_\_\_

**13. Division of Debt  N/A**

The parties shall each be responsible for any debt they have incurred after the date of separation.

Petitioner shall be responsible for payment of the following debts:  
\_\_\_\_\_  
\_\_\_\_\_

Respondent shall be responsible for payment of the following debts:  
\_\_\_\_\_  
\_\_\_\_\_

**14. Marital/Civil Union Home  N/A**

\_\_\_\_\_ is awarded the temporary exclusive occupancy of the marital/civil union home located at: \_\_\_\_\_

\_\_\_\_\_ shall be responsible for the payment of the mortgage, insurance, and real estate taxes for the marital home and all expenses for this property.

Other:  
\_\_\_\_\_  
\_\_\_\_\_

**15. Other Real Property  N/A**

\_\_\_\_\_ is awarded the temporary exclusive occupancy of the real estate located at: \_\_\_\_\_

\_\_\_\_\_ shall be responsible for the payment of the mortgage, insurance, and real estate taxes for this property and all expenses for this property.

Other:  
\_\_\_\_\_  
\_\_\_\_\_

**16. Restraints against the Property**

The parties are enjoined and restrained from selling, transferring, encumbering, hypothecating, concealing or in any other manner whatsoever disposing of any property, real or personal, belonging to either or both of them except by written agreement of the parties, for reasonable and necessary expenses of living or in the ordinary course of investing, or by further order of the Court.

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**17. Restraining Order**  N/A

\_\_\_\_\_ is restrained and enjoined from entering the home or the place of employment of the other party, and from harassing, intimidating or threatening the other party or his/her relatives or other household members.

Other: \_\_\_\_\_

**18. Other Requests**

**Attorney's Fees:** Any party that unreasonably fails to comply with this decree or other court orders (including "Uniform Support Order") may be responsible to reimburse the other party for whatever costs, including reasonable attorney's fees, that may be incurred in order to enforce compliance.

**Change in address or employment:** Each party shall promptly notify the court and the other party of any change in his/her address or telephone number, and notify the other party of any material change in employment as long as there are any continuing obligations under this decree. "Material change" will include availability of medical, dental or life insurance and any substantial increase or decrease in earnings or other income.

**Miscellaneous:**  
\_\_\_\_\_

I/we request that the Court approve this temporary decree.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Attorney/Witness for Petitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Attorney/Witness for Respondent

I certify that on this date I provided a copy of this document to \_\_\_\_\_ (other party) or to \_\_\_\_\_ (other party's attorney) by:  Hand-delivery OR  US Mail OR  E-mail (E-mail only by prior agreement of the parties based on Circuit Court Administrative Order).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Recommended:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Marital Master

\_\_\_\_\_  
Printed Name of Marital Master

**So Ordered:**

I hereby certify that I have read the recommendation(s) and agree that, to the extent the marital master/judicial referee/hearing officer has made factual findings, she/he has applied the correct legal standard to the facts determined by the marital master/judicial referee/hearing officer.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Judge

\_\_\_\_\_  
Printed Name of Judge