**Sample Decree Language
Spousal Maintenance Guidelines**

**THE COURT FINDS:**

1. **Spousal Maintenance:**
	1. Application of Guidelines. The original petition was filed on or after September 24, 2022. Therefore, the Arizona Spousal Maintenance Guidelines apply in this case.
	2. Eligibility.[Husband/Wife] is eligible for an award of spousal maintenance under A.R.S. § 25-319(A) for the following reason(s):
		1. [ ] Lacks sufficient property, including property apportioned to the spouse, to provide for that spouse’s reasonable needs.
		2. [ ] Lacks earning ability in the labor market that is adequate to be self-sufficient.
		3. [ ] Is the parent of a child whose age or condition is such that the parent should not be required to seek employment outside the home.
		4. [ ] Has made a significant financial or other contribution to the education, training, vocational skills, career or earning ability of the other spouse or has significantly reduced that spouse’s income or career opportunities for the benefit of the other spouse.
		5. [ ] Had a marriage of long duration and is of an age that may preclude the possibility of gaining employment adequate to be self-sufficient.
	3. Spousal Maintenance Worksheet. The Court has considered the Arizona Spousal Maintenance Guidelines and the factors listed in § 25-319(B) in determining the amount and duration of the award, without regard to marital misconduct. The required financial factors and any discretionary adjustments are set forth on the Spousal Maintenance Worksheet, attached hereto and incorporated by reference.
	4. Amount**. SELECT ONE:**
		1. **[No Deviation:]** The amount is within the applicable guideline range and the Court declines to order a deviation.
		2. **[Deviation:]** The guideline amount range is inappropriate or unjust in this particular case and a deviation is justified because \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
			1. Before deviation, the amount range would have been $\_\_\_\_\_\_ to $\_\_\_\_\_\_.
			2. After deviation, the amount is $\_\_\_\_\_\_ per month.
		3. **[Agreement Outside Guideline Range:]** The parties have agreed to an amount of spousal maintenance outside the applicable guideline range. All parties have entered into the agreement free of duress or coercion.
			1. But for the agreement, the amount range of spousal maintenance would have been $\_\_\_\_\_\_ to $\_\_\_\_\_\_.
			2. Based on the parties’ agreement, the amount is $\_\_\_\_\_\_ per month.
	5. Duration. **SELECT ONE:**[[1]](#footnote-1)
		1. **[Standard Duration Range:]** The duration is within the Standard Duration Range. The amount and duration of the award will allow the receiving party to become self-sufficient.
		2. **[Agreement Outside Standard Duration Range:]** The parties have agreed to a duration outside the Standard Duration Range. All parties have entered into the agreement free of duress or coercion. The amount and duration of the award will allow the receiving party to become self-sufficient.
			1. But for the agreement, the Standard Duration Range is between \_\_\_\_\_\_ months and \_\_\_\_\_\_ months.
			2. Based on the parties’ agreement, the duration is \_\_\_\_\_\_ months.
		3. **[Rule of 65:]** The Rule of 65 applies in this case and the duration of the award has been determined on a case-by-case basis.
		4. **[Indefinite Disability:]** The party seeking spousal maintenance has a disability but there is uncertainty about how long the disability may impact self-sufficiency. Therefore, the Court orders a fixed-term award under the Standard Duration Range. If the receiving spouse seeks to modify the duration of spousal maintenance, the receiving spouse bears the burden of proving the disability impacting the spouse’s self-sufficiency continues to exist or is permanent. The modification action must be filed before the original fixed-term spousal maintenance award expires.
		5. **[Permanent Disability:]** The party seeking spousal maintenance has a permanent disability that prevents the party from ever achieving self-sufficiency, and the duration of the award has been determined on a case-by-case basis after considering other financial resources.
		6. **[Extraordinary Circumstances:]** Extraordinary circumstances exist that delay the receiving spouse from becoming self-sufficient within the Standard Duration Range. Therefore, the Court has determined a fixed-term duration range on a case-by-case basis. ***[Requires specific findings.]***
	6. Start Date.
		1. [ ] Spousal maintenance shall begin on the first day of the first month following the entry of this decree.
		2. [ ] Spousal maintenance shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_.
		3. Any period of temporary spousal maintenance [ ] shall [ ] shall not be included in the final award duration.
	7. Modifiability.
		1. [ ] The award shall be modifiable as to amount and duration in accordance with A.R.S. § 25-327 and the Arizona Spousal Maintenance Guidelines.
		2. [ ] The parties acknowledge that the circumstances of their futures are unknown, but each desire that the spousal maintenance award not be modifiable in the future for any reason. The parties understand that if there is a change in their economic circumstances in the future during the term of the spousal maintenance award, neither party shall have the right to seek, nor shall the Court have the authority to modify, the amount or duration of the award.

**THE COURT ORDERS:**

1. **Spousal Maintenance:** [Husband/Wife] shall pay spousal maintenance to [Wife/Husband] in the amount of $\_\_\_\_\_\_ per month for a period of \_\_\_\_\_\_ months beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	1. Modifiability.
		1. [ ] The award shall be modifiable as to amount and duration in accordance with A.R.S. § 25-327 and the Arizona Spousal Maintenance Guidelines.
		2. [ ] The award shall be non-modifiable pursuant to A.R.S. § 25-319(D).
	2. Termination.
		1. [ ] The obligation to pay future maintenance shall terminate on the death of either party or the remarriage of the party receiving maintenance.
		2. [ ] The obligation to pay future maintenance shall terminate on the death of either party but **shall not** terminate on [Wife/Husband’s] remarriage.
	3. Payment Method.
		1. [ ] All payments, plus the statutory handling fee, shall be made through the Support Payment Clearinghouse pursuant to an Income Withholding Order. Any time the full amount of spousal maintenance is not withheld, the person obligated to pay (the obligor) remains responsible for the full monthly amount ordered.
		2. [ ] All payments shall be made directly to the other party. In the event of a late or missed payment, the recipient may request the issuance of an Income Withholding Order pursuant to A.R.S. § 25-504.
1. NOTE: The court must order a fixed-term award unless: (1) the Rule of 65 applies; (2) the receiving party has demonstrated a permanent disability; or (3) the parties agree to an indefinite award. If the receiving party has an indefinite disability or demonstrates extraordinary circumstances, the court must order a fixed-term award and the burden is on the receiving party to demonstrate a continuing need. *See Huey v. Huey*, 253 Ariz. 560, 563, ¶ 8 (App. 2022). If you are agreeing to an indefinite award, carefully review the language to make sure it fits your situation. [↑](#footnote-ref-1)