

IN THE CIRCUIT COURT OF THE FIFTH CIRCUIT,
IN AND FOR LAKE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

ANTHONY SCOTT RENTZ,
Petitioner,

and

CASE NO: 2023-DR-2763

MARILYN GAYLE RENTZ,
Respondent.

_____ /

MEDIATED SETTLEMENT AGREEMENT

THE PARTIES attended mediation on February 26, 2024 with their respective counsel. **THIS MEDIATED SETTLEMENT AGREEMENT** is made and entered into this 26th day of February 2024 by and between Petitioner/Husband, ANTHONY SCOTT RENTZ (“Husband”) and Respondent/Wife, MARILYN GAYLE RENTZ (“Wife”).

WHEREAS, the parties were married to each other on January 16, 2016, in Kokomo, Ward, Indiana; and

WHEREAS, there has been no children born of the marriage, none have been adopted, and Wife is not pregnant; and

WHEREAS, unhappy differences have arisen between Wife and Husband, and the parties have no expectation of resuming marital relations; and

WHEREAS, the marriage of the parties is irretrievably broken; and

WHEREAS, it is the intention of the parties to continue to live separate and apart from one another, and, therefore, they desire to enter into an agreement under which their respective financial and property rights, and all other respective rights, remedies, privileges, and obligations

to one another arising out of the marital relationship shall be fully prescribed and agreed upon herein; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them fully understand all of the terms, covenants, conditions, provisions, and obligations dependent upon each of them by virtue of this agreement to be performed or contemplated by each of them hereunder, and each believes that same to be fair, just and reasonable to their respective individual interest; and

WHEREAS, this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein; and

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities; and

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable; and

WHEREAS, Wife and Husband have consented to this Agreement freely and voluntarily, without coercion or duress from each other or any third party.

NOW, THEREFORE, in consideration of the premises and covenants and promises contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **SEPARATE MAINTENANCE:** It is, and shall be, lawful for each party hereto and at all times hereinafter, to live separately and apart from one another and to reside from time to time in such places or places as each may see fit, and to contract, carry on, and engage in any employment, business, or trade, which either may deem fit, free from the control, restraint, or interference direct or indirect, by the other party in all respects as if such party were unmarried.

2. **CONSTRUCTION OF AGREEMENT:** The parties hereto have incorporated in this Agreement their entire understanding, and no statement, conversation, agreement, understanding, representation, or other matter of whatsoever kind or character which has heretofore occurred or transpired between them, except as herein expressly set forth, shall have any force or effect.

3. **SEPARATE OWNERSHIP:** Each party shall own, free of any claim or right of the other, all of the items of property, real, personal, and mixed, which is now owned by him or her, or which may now be in his or her name, or which she or he is or may be unofficially entitled or which may hereinafter belong to or come to him or her with full power to him or to her to dispose of and the same is fully and effectually in all respects and for all purposes as if he or she were unmarried, except as specifically set forth herein.

4. **MUTUAL RELEASE AND DISCHARGE FROM GENERAL CLAIMS:** Subject to the provisions of this agreement, each party releases and forever discharges the other of and from all contractual claims, rights, and demands whatsoever in law or in equity, which either of the parties hereto ever had, or may now have, against the other, that occurred during the marriage between the parties hereto, but not including any or all cause or causes of action, for claims not arising out of the Dissolution action, if any, and for the future enforcement of this Marital Settlement Agreement.

5. **MUTUAL RELEASE AND DISCHARGE OF CLAIM IN ESTATES:** Each party hereby releases, waives, and relinquishes any and all rights which he or she may now have, or may hereinafter have against the other party under the present or future laws of any jurisdiction: (a) to share in the estate of the other party upon the other party's death; and (b) to act as personal representative or administrator of the other party's estate. This provision is intended to, and shall

be construed, as a mutual waiver by the parties to elect against one another's will or codicil, now or hereafter in force under the present or future laws of any jurisdiction whatsoever in consideration of each party's reciprocal waiver and release. The parties intend by the aforementioned reciprocal waiver and release to relinquish any and all rights in and to one another's estate, including the rights of set-off and any and all rights of election presently provided in any statute of this or any other jurisdiction.

6. **COVENANT TO INTRODUCE AGREEMENT INTO EVIDENCE, CONSENT:** Each of the said parties hereto agree that he or she either as Petitioner or Respondent shall offer in evidence this Agreement in any action for the legal separation of the parties hereto or a Petition for Dissolution of Marriage of the parties hereto, and consents and agrees that the Court having jurisdiction of such action shall and by these presents does have the authority and power to incorporate in any Interlocutory or Final Decree or Judgment entered in such cause, the provisions of this Agreement in their entirety and this said Agreement and the provision of this Agreement in their entirety shall be and become part of any such Interlocutory or Final Decree entered in such cause.

7. **AGREEMENT NOT MERGED IN FINAL JUDGMENT:** It is further understood and agreed by and between the parties hereto that inclusion of the provisions of this Agreement in any such Interlocutory or Final Decree or Judgment entered in a cause as herein above described, shall not cancel, void or in any way evade the terms of this Agreement and the binding nature thereof upon the parties hereto during the lifetime of the parties hereto or the administrator of the respective parties' estate hereto after death.

8. **DIVISION OF MARITAL LIABILITIES:** The parties shall retain their assets and liabilities as listed below.

A. **Liabilities to be paid by Wife.** Wife agrees to indemnify and hold Husband harmless from the liabilities listed solely in her name, and to defend him, at her own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold him liable on account of the liabilities listed solely in her name, including reasonable attorney's fees. Wife will retain her United credit card.

a. Wife agrees to cease using the Joint Chase account to make payments on her United credit card.

B. **Liabilities to be paid by Husband.** Husband agrees to indemnify and hold Wife harmless from the liabilities listed solely in his name, and to defend her, at his own expenses, against any claim, action, or proceeding that is hereafter brought seeking to hold her liable on account of the liabilities listed solely in his name, including reasonable attorney's fees. Husband will retain his Chase Freedom credit card.

a. Husband agrees to cease using the Joint Chase account to make payments on his Chase Freedom credit card.

9. **WIFE'S RESPONSIBILITY FOR DEBTS:** Wife covenants and represents that she has not incurred or contracted, nor will she hereinafter incur or contract any debt, charge, or liability whatsoever to which Husband, his legal representatives or his property or estate may become liable, other than as provided for in this agreement. Wife further covenants to keep Husband free, harmless, and indemnify him of and from any and all debts, charges, or liabilities hereafter contracted by her or for the account of any other person, except as otherwise provided for in this agreement. Wife shall be responsible for all liabilities and debts which are solely in her name.

10. **HUSBAND'S RESPONSIBILITY FOR DEBTS:** Husband covenants and represents that he has not incurred or contracted, nor will he hereinafter incur or contract any debt, charge, or liability whatsoever to which Wife, her legal representatives or her property or estate may become liable, other than as provided for in this agreement. Husband further covenants to

keep Wife free, harmless, and indemnify her of and from any and all debts, charges, or liabilities hereafter contracted by him or for the account of any other person, except as otherwise provided for in this agreement. Husband shall be responsible for all liabilities and debts which are solely in his name.

11. **PERSONAL PROPERTY:** The parties agree that the personal property now in the possession of Husband shall belong to and remain with Husband, and the personal property now in the possession of Wife shall remain and belong to Wife. There are the following items in the former marital home that the Husband will remove as follows: Apple TV, Xbox, Tools, Husband's childhood things and personal belongings, Husband's documents from safe deposit box, Smart devices (Husband to replace with the original or equivalent traditional devices) with coordination with the realtor as to removal date/time frame (to schedule Husband in the home to effectuate this with the realtor alone present with Husband); coffee table to be removed after the parties have a signed contract for sale. When the Husband is in the home with the realtor and if he desires to retain an item, he will make sure with the Wife prior to removing same. The Wife is entitled to retain her phone number and she will transfer her phone number to a separate cell phone plan within five (5) days of the closing on the house. The parties will pay off their individual balance for their separate cell phone and watch.

12. **JOINT BANK ACCOUNTS:** The parties agree to share the balance of their joint accounts as follows:

- a. Acorn Accounts (Husband will change the funding account that the money withdraws from to his own separate account). Husband shall deposit into the Joint Chase #2575 account one-half of said Acorn Accounts as of February 26, 2024.

- b. Wife may retain the PNC Bank Growth and PNC Reserve accounts and any funds therein. The parties will work together to remove, if possible, the Husband from these two accounts within fifteen (15) days. If they are unable to remove the Husband from these two accounts within the next fifteen (15) days then they will close the accounts.
- c. PNC checking #3991 – the parties will split as further delineated below in the marital home sale paragraph.
- d. Wife is entitled to any sums of money in the Chase Checking #2575 and in Chase Savings #2850 and then close these accounts within the next fifteen (15) days.

13. **HUSBAND’S BANK ACCOUNTS:** Except as specifically set forth herein to the contrary, Wife acknowledges that she has no right, title or interest in any of the bank accounts, securities, pension plans, or other investments, if any, now in the name of Husband, whether in the sole name of Husband or in trust for another.

- a. HSA account solely to Husband
- b. HCSE Credit Union #2840 account

14. **WIFE’S BANK ACCOUNTS:** Except as specifically set forth herein to the contrary, Husband acknowledges that he has no right, title or interest in any of the bank accounts, securities, pension plans, or other investments, if any, in the name of Wife, whether in the sole name of Wife or in trust for another.

15. **INDEBTEDNESS:** Husband agrees to assume and pay the outstanding balance on all charge cards which are in his name. Wife agrees to assume and pay the outstanding balances on all charge cards which are in her name, if any.

16. **CLOTHING, JEWELRY AND PERSONAL EFFECTS:** The parties agree that each is entitled to full ownership, possession and control of all clothing, jewelry and personal effects presently in his or her possession, unless specifically stated herein. Each waives any right which he or she may have to said property in the possession of the other and hereby transfers his or her interest in said property to the other unless specifically stated herein.

17. **DOGS:** The two dogs (Cali and Holland) will remain with the Wife.

18. **MOTOR VEHICLES:** Husband shall receive sole and exclusive title and possession of the 2020 GMC Terrain and Husband agrees to hold Wife harmless for any balance due, if any, on said vehicle and to assume responsibility for the lease on said vehicle, if any. Husband will be solely responsible for payment of all expenses relating to the 2020 GMC Terrain, including lease payments, liens thereon, if any, repairs, and insurance coverage.

Wife shall receive sole and exclusive title and possession of the 2012 Chevrolet Malibu and Wife agrees to hold Husband harmless for any balance due, if any, on said vehicle and to assume responsibility for the loan on said vehicle, if any. Wife will be solely responsible for payment of all expenses relating to the 2012 Chevrolet Malibu, including liens thereon, if any, repairs, and insurance coverage.

Wife and Husband shall relinquish whatever right, title and interest each may have in and to any prepaid automobile insurance premiums. When the policy of insurance on each automobile awarded to either party hereunder expires, the person owning that automobile shall be solely responsible for obtaining insurance coverage, and shall indemnify and hold the other party harmless therefore, including reasonable attorney's fees.

19. **REAL PROPERTY:** The parties jointly own the marital residence located 2202 Loblolly Bary St., Clermont, FL 34711, Lake County, and is legally described as:

WATERBROOKE PHASE 1 PB 69 PG 53-64 LOT 104 ORB 5367 PG 1820, Public Records of Lake County, Florida.

The parties shall immediately list the marital home for sale with a licensed real estate broker, Sharon Matias with Coldwell Banker Realty, and will follow all reasonable recommendations of said broker until the home is sold. The parties shall immediately agree on an initial listing price for the home. The property shall be sold for a price and/or under terms that are mutually agreeable to Husband and Wife, or in the event of disagreement, the parties shall abide by the advice of the licensed real estate broker.

The parties will be equally responsible for charges or costs incurred in improving or remedying defects in the marital home identified in a home inspection report in order to effectuate a sale.

The parties agree to split the net sales proceeds from the sale of the home equally, 50% Wife and 50% Husband. The "net sales proceeds" are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, charges or costs incurred in improving or remedying defects in the marital home identified in a home inspection report in order to effectuate a sale, and full payment of all existing mortgage indebtedness or other encumbrances on the property, if any.

Until the property is sold, Wife shall maintain the property in good, clean and proper condition so that the house (interior and exterior), landscaping and other aspects of the property "show well" to prospective buyers. Wife shall fully cooperate with the Broker in making the property available to show to prospective buyers and others. Wife shall timely and properly vacate the property pursuant to a sales contract.

Once the home is listed and until the residence is sold, the parties will equally be responsible of the following expenses:

- Payments on the existing mortgage including interest thereon.
- Real estate taxes and insurance covering the property.
- Major repairs. The parties agree to split the cost for repairs reasonably necessary to get the home ready for sale. The parties need to mutually agree to the expense for anything over \$1,000.00.
- Reasonable maintenance, which shall include the following: lawn care, pool care, appliance repair and replacements, if necessary.

Should any distribution from the sale of the marital residence create a capital gain tax liability, the parties agree to be equally responsible.

20. **Joint PNC Checking #3991**. The Parties will keep this joint account in order to pay for repairs and the mortgage/house expenses until the home is sold. Once the home is sold and any reimbursements have been received or sixty (60) days after closing, whichever is earlier in time, the parties will split equally the account and close same. Any reimbursements of utility deposits, escrow deposits, prepaid insurance premiums, and any other prepaid expenses with respect to the property shall be split equally.

21. **RETIREMENT, PENSION, STOCKS:** The parties understand that any and all pension benefits or any other ancillary benefits accrued during the marriage are considered marital assets. The parties agree that the following retirement accounts, mutual funds, stock accounts, non-retirement accounts, and thrift savings accounts shall be equitably distributed between the parties, if required or necessary, by Qualified Domestic Relations Orders (hereinafter "QDRO"). If QDROs are required or necessary, the Husband shall be responsible for the preparation of the

QDROs along with any fee, cost, charge or expense in connection with the preparation of the QDROs. The Husband will effectuate the QDRO process within fifteen (15) days of the execution of this Agreement. The parties agree to divide the retirement accounts, non-retirement accounts, and thrift savings accounts as follows:

The Wife shall receive fifty percent (50%) of the value of Husband's WPS 401(k) and Taylor School Corp 401(k) retirement accounts accumulated during the course of their marriage from January 16, 2016, through September 22, 2023. The parties agree that the Wife's one-half portion (plus gains and losses) of both retirement accounts would be paid out from the Taylor School Corp 401(k). The Husband will retain the remainder of his retirement accounts.

22. **EQUALIZING PAYMENT:** Husband shall make an equalizing payment in the amount of \$5,000.00 to Wife as follows: Husband shall pay Wife from his one-half of the net proceeds the lump sum amount of \$5,000.00 within five (5) days of the closing of the sale of the marital home or within twelve (12) months from the date of the Final Judgment of Dissolution of Marriage, whichever date is sooner. The terms of this provision shall be binding on Husband's estate.

23. **TAXES:** The parties agree and stipulate that they will prepare and file separate Federal Income Tax Returns for the year ending December 31, 2023, and in the future. Each party shall be responsible for their own tax bill due, if any.

24. **LEGAL REPRESENTATION AND FEES:** The parties represent to each other that Husband has been represented by GRAHAM FAMILY LAW FIRM, PA, and Corrie Ellen Graham, Esquire, 1030 Vineland Road, Winter Park, FL 34787. The parties represent to each other that Wife has been represented by COMPASS LAW, and Cheri Hobbs, Esquire, 146 W. Sybelia Avenue, Maitland, FL 32751. The parties further recognize that this agreement is a jointly

negotiated agreement; therefore, any ambiguity contained herein, if any, shall not be construed against the drafting party. Husband will contribute the sum of \$5,000.00 toward the Wife's attorney's fees and costs. Said money will be paid directly to the Wife from the Husband within five (5) days of closing on the marital home.

25. **OTHER:** The parties will obtain their own SunPass/Toll account within fifteen (15) days of this agreement and will ensure that any tolls incurred as of March 12, 2024 shall be their separate responsibility. Wife will obtain her own separate auto insurance and be solely responsible for said policy within five (5) days of closing on the marital home.

26. **MODIFICATION AND WAIVER:** Neither this agreement nor any provision hereof shall be amended or modified or deemed amended or modified, except by an agreement in writing duly authorized and acknowledged with the same formalities as this agreement. Any waiver by either party of any provisions of this agreement or any right or operation hereunder shall not be controlling, nor shall it estop such party from enforcing such provision, right, or option. The failure of either party to insist in any one or more instances upon the strict performance of any term or provision of this agreement by the other party shall not be construed as a waiver or relinquishment in the future of any term or provision, but the same shall continue in full force and effect.

26. **RECONCILIATION:** It is agreed and covenanted by Wife and Husband that if the parties bring about a reconciliation of the differences between the parties or effect a resumption of marital relations between them, such reconciliation or resumption of marital relations shall, as of the date of such reconciliation or resumption, abate all of the provisions hereunder. Such abatement shall continue so long as such reconciliation or resumption of marital relations exists.

27. **VENUE:** This agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Florida, but that nothing herein to the contrary shall prevent this agreement from being incorporated into a final decree of dissolution of marriage entered by a court of competent jurisdiction in another state.

28. **ATTORNEY IS NOT TAX EXPERT:** The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

29. **REQUEST FOR INFORMATION AND COOPERATION:** It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted include, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

30. **PRESERVATION OF INFORMATION:** Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

31. **FULL AND FAIR DISCLOSURE:** Each party represents that he or she has made a full and fair disclosure of all the real and personal property of any nature that belongs, or that

may belong, in any way to each of them, of all liabilities and encumbrances incurred in any manner by each of them, of all sources and amounts of income received or receivable by each party, and of every other fact relating in any way to the subject matter of this Agreement. These disclosures are part of the consideration made by each party for entering into this Agreement.

Wife and Husband have both made full and complete financial disclosure to each other of income, assets, liabilities and expenses. Both parties are fully satisfied with the nature and extent of disclosure made.

32. **AFTER-DISCOVERED PROPERTY:** If any marital property has been willfully concealed or undervalued by one of the parties, the party concealing the property or undervaluing the property shall pay to the other party a sum equal to 75% of the full value of the property as of the date of this Agreement.

33. **RESOLUTION OF FUTURE DISPUTES:** In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

34. **NO ORAL AGREEMENTS:** The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

35. **NO WAIVER OF BREACH:** The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

36. **SEVERABILITY:** This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

37. **OTHER ACTS:** Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

38. **REMEDIES FOR ENFORCEMENT:** The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

39. **NON-DISCHARGEABLE IN BANKRUPTCY:** All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be non-dischargeable in the event of bankruptcy. The obligations from one party to the other created by the Agreement shall not be subject to discharge in bankruptcy. Each party understands and agrees that any obligation to be paid by him or her which shall be discharged through a bankruptcy proceeding constitutes a substantial and significant change in circumstances. The parties expressly understand and agree that said discharge shall be appropriate grounds for a modification proceeding.

40. **SUPPORTING DOCUMENTS:** The Wife and Husband agree that he or she respectively shall, upon being requested by the other to do so, execute and deliver promptly any and all such authorizations, deeds, assignments, releases, waivers and all his or her instruments, papers or documents of any and every kind and character as may be reasonable required, necessary and proper for the purpose of giving full force and effect to this Agreement and to the covenants, conditions and agreements contained herein. If either party shall fail to comply with the provisions

of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such a manner and with such force and effect that it shall be necessary to effectuate the terms of the Agreement.

41. **INTERPRETATION:** This Agreement shall be binding on the heirs, assigns and personal representatives of the parties and shall at all times be controlled and interpreted by the laws of the State of Florida. The parties agree to the continuing jurisdiction of the courts of the State of Florida.

42. **TAX CONSEQUENCES:** Both parties hereto have been advised that there might be certain tax consequences as a result of their entering into this Marital Settlement Agreement and that they should consult with a tax attorney or certified public accountant to satisfy themselves of the tax consequences prior to the execution of this Marital Settlement Agreement.

43. **NEGOTIATIONS:** That this document is the result of joint negotiations between the parties hereto, and that this Agreement shall not be construed more strongly against either party as the sole author of this Agreement.

44. **PREVAILING PARTY ATTORNEY'S FEES, SUIT MONEY AND COSTS:** In the event that either party seeks to enforce this Agreement, the prevailing party shall be entitled to attorney's fees, suit money and costs from the non-prevailing party, regardless of the financial positions of the parties at the time of enforcement.

45. **CLAUSE HEADINGS:** That the clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to bind, limit or extend the scope or intent of the clauses to which they have been appertained.

46. **COUNTERPARTS:** That any fully executed copy of this Agreement shall be deemed to constitute an original thereof and a Facsimile Signature shall be as binding as an original.

47. **RESTORATION OF WIFE'S MAIDEN NAME:** Wife's name shall be changed from MARILYN GAYLE RENTZ to **MARILYN GAYLE GUYER.**

48. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date it is last executed by either party.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year first above written and hereby acknowledge that the provisions of this agreement shall be binding upon their respective heirs, assigns, executors, and administrators, as the case may be.

DATED this 26 day of February, 2024.

Anthony Scott Rentz
ANTHONY SCOTT RENTZ, Husband


DATED this 26 day of February, 2024.

Marilyn Gayle Rentz
MARILYN GAYLE RENTZ, Wife

Signature: 
Marilyn Rentz (Feb 26, 2024 15:13 EST)
Email: marilyng4400@gmail.com

Signature: 
Anthony Rentz (Feb 26, 2024 15:19 EST)
Email: anthonyrentz@gmail.com

Signature: 
Email: cheri@compasslawfirm.com

Signature: 
Corrie Graham (Feb 26, 2024 15:19 EST)
Email: corrie@grahamfamilylawfirm.com