



# SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the "Agreement") dated this \_\_\_\_\_.

**BETWEEN:**

**Email Address**

**Address**

**Phone Number**

**AND**

**Email Address**

**Address**

**Phone Number**

The parties to this agreement are \_\_\_\_\_ and \_\_\_\_\_ and are recognized by the relevant statutory laws as Husband and Wife, respectively.

IN THIS VIEW: The parties to this agreement have decided by mutual agreement and covenant to agree and be bound as follows:

# TERMS AND CONDITIONS

## 1. Living Separate

The Parties agree to live separately and apart from each other effective upon signing this Agreement. Each Party shall be free from any authority, or control with another, including but not limited to preferences, employment, business, or profession. Each Party shall be free from any interference, restriction, or otherwise intimidation.

## 2. Minor Child

The Parties agree that it is in the best interests of the minor child that the parties share mutual parental responsibilities. The parties agree that joint legal custody is in the best interests of the child. The Parties agree that both parents are fit and proper persons to have joint responsibility for the care of the child.

The Parties agree that the child primarily live with \_\_\_\_\_.

The Parties also agree that the Parties will have the following visitation schedule with the child:

## 3. Child Support

\_\_\_\_\_ shall pay the child support in the amount of \_\_\_\_\_ monthly to \_\_\_\_\_. Child support payments shall commence on \_\_\_\_\_ and will be paid as in the schedule below:

\_\_\_\_\_ shall maintain health insurance, including medical and dental coverage, for the benefit of the child.

\_\_\_\_\_ shall pay \_\_\_\_\_ % of the child's uninsured health care costs, child care costs, and other additional healthcare costs for the child and \_\_\_\_\_ shall pay \_\_\_\_\_ % of such costs and expenses.

#### 4. Property

The Parties agree that (if any property is owned), the property shall be sold and the net sale proceeds shall be divided as to \_\_\_\_\_ % to \_\_\_\_\_ and \_\_\_\_\_ % to \_\_\_\_\_.

The Parties have divided the contents of the Property or have agreed to divide the contents of the Property and each have kept their own personal belongings.

#### 5. Spousal Maintenance

The following is agreed upon by the parties with regard to Spousal support:

Spousal Support Provided By: \_\_\_\_\_

Amount of Support: \_\_\_\_\_

Day of the month Support is given: \_\_\_\_\_

Support shall cease in the event of any of the following circumstances occur:

## 6. Assets

The Parties acknowledge that they have agreed upon a division of all assets, owned or possessed by them as matrimonial property or separate property. The Parties are in possession of all those assets to which each is respectively entitled. Accordingly, neither makes any claim to any assets in the possession of the other.

## 7. Debts

The Parties agree that any indebtedness secured against, or attributable to, any item of property that either Party is receiving under this Agreement herein shall be the sole responsibility of the Party receiving the particular property.

Neither Party shall incur any further debt or liability on the other Party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual Party, regardless if the debt was incurred as a result of the joint credit.

## 8. General Provisions

**8.1** This Agreement consists of the express agreement of the Parties with regard to their relationship and supersedes any other prior agreements oral or written not included herein.

**8.2** In the event that any provisions of this Agreement be held invalid and unenforceable by a competent court, said invalidity or unenforceability shall affect only the specific provision and shall be deemed unwritten while the rest of the remaining provisions shall remain valid and enforceable.

**8.3.** Should disputes or controversy arise regarding this Agreement, including compliance to such, Parties shall resolve the matter by mediation and negotiation prior to filing of any lawsuit.

**8.4.** This Agreement obliges the Parties to their faithful compliance to the provisions contained herein in their fiduciary capacity. Both Parties agree to act with the utmost of good faith and fairness toward each other in all aspects of this Agreement.

**8.5.** This Agreement shall remain effective and enforceable regardless of the reconciliation of the Parties unless the said Parties expressly revoke and terminate this Agreement in writing signed by both Parties.

**8.6.** The failure to act by any party to the demandability of the obligations hereto set forth shall not constitute a waiver of the Party over his or her rights to this Agreement. Only by an express written waiver that such waiver with the signature of the waiving Party shall be recognized.

**8.7.** No Party may assign his or her rights to any third party in this Agreement.

**8.8.** This Agreement shall be construed and governed exclusively under the laws of the State of \_\_\_\_\_ without regard to the conflict of other state and international laws.

**IN WITNESS WHEREOF,** the parties hereto have affixed their signatures on the date written above:

Spouse's Name

Spouse's Name

\_\_\_\_\_

\_\_\_\_\_

Spouse's Signature

Spouse's Signature

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_



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