

MARRIAGE SEPARATION AGREEMENT

This Marriage Separation Agreement (the "Agreement") is made and entered into by and between:

HUSBAND:

[first spouse full legal name]

Street Address: [first spouse street address]

City: [first spouse city]

State: [first spouse state]

Zip Code: [first spouse zip code]

Date of Birth: [first spouse date of birth]

Social Security Number (last 4 digits): [first spouse SSN last 4 digits]

AND

WIFE:

[second spouse full legal name]

Street Address: [second spouse street address]

City: [second spouse city]

State: [second spouse state]

Zip Code: [second spouse zip code]

Date of Birth: [second spouse date of birth]

Social Security Number (last 4 digits): [second spouse SSN last 4 digits]

(collectively referred to as "the Parties" and individually as "Husband" or "Wife").

RECITALS

WHEREAS, the Parties were lawfully married on [date of marriage] in [city, state of marriage]; and

WHEREAS, irreconcilable differences have arisen between the Parties, and they have decided to live separate and apart; and

WHEREAS, the Parties desire to formalize their separation and resolve all matters concerning their marital relationship, including their respective rights and obligations during this period of separation,

prior to any potential divorce or reconciliation; and

WHEREAS, the Parties acknowledge that this Agreement is entered into voluntarily, without coercion or undue influence, and after having had the opportunity to seek independent legal counsel.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows: I. SEPARATION

The Parties agree to live separate and apart from each other, as if unmarried, and each shall be free from the marital control and authority of the other, as of the date of execution of this Agreement. Each Party shall reside at a separate residence and shall not interfere with the other's personal liberty or activities.

II. INDEPENDENT COVENANTS

Each Party shall have the right to engage in any employment, business, or profession, and to acquire, hold, and dispose of property, real or personal, tangible or intangible, as if unmarried. Each Party shall be solely responsible for their own debts and obligations incurred after the effective date of this Agreement, except as otherwise expressly provided herein.

III. MUTUAL RELEASE OF CLAIMS

Except as expressly provided in this Agreement, each Party hereby releases and discharges the other from all claims, demands, and obligations of every kind, nature, and description, whether known or unknown, which either Party now has or may hereafter have against the other, arising out of or in connection with their marriage, including but not limited to any claims for support, property division, or inheritance. This release shall not apply to any obligations or rights created by or arising under this Agreement.

IV. NO MINOR CHILDREN

The Parties affirm that there are no minor children born of the marriage or adopted by the Parties during the marriage. Therefore, no provisions for child custody, visitation, or child support are necessary or included in this Agreement.

V. NO SPOUSAL SUPPORT

The Parties acknowledge and agree that neither Party shall pay spousal support (alimony) to the other

Party. Each Party expressly waives any right to receive spousal support from the other, now or in the future.

VI. NO MARITAL PROPERTY OR DEBT

The Parties affirm that they do not own any real estate, vehicles, joint bank or financial accounts, retirement or pension accounts, or any other significant marital property or marital debts that require division or allocation under this Agreement. Each Party shall retain as their sole and separate property any assets currently held in their individual name and shall be solely responsible for any debts incurred in their individual name.

VII. INDEPENDENT LEGAL ADVICE

Each Party acknowledges that they have been advised of their right to seek independent legal counsel regarding the terms and effect of this Agreement. Each Party has either consulted with an attorney of their choice or has knowingly and voluntarily waived their right to do so. Each Party understands the terms of this Agreement and believes them to be fair, just, and reasonable.

VIII. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of [state of governing law], without regard to its conflict of laws principles.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written, between the Parties.

X. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

XI. WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not

be deemed a waiver of any subsequent breach or default of the same or similar nature.

XII. HEADINGS

The headings of the sections and subsections of this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

XIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIV. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Marriage Separation Agreement as of the dates set forth below.

HUSBAND

Signature: _____

Print Name: [first spouse full legal name]

Date: _____

Address: [first spouse mailing address]

WIFE

Signature: _____

Print Name: [second spouse full legal name]

Date: _____

Address: [second spouse mailing address]