

# SEPARATION AGREEMENT

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This Separation Agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

## I. THE PARTIES

Spouse I: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

AND

Spouse II: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Spouse I and Spouse II may collectively be referred to as the "Parties" or individually as a "Party."

## II. BACKGROUND

WHEREAS, the Parties were legally married on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_; and

WHEREAS, differences have arisen between the Parties, and they are currently living separate and apart, or intend to live separate and apart immediately upon the execution of this Agreement, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the "Date of Separation"); and

WHEREAS, the Parties desire to settle by agreement all matters regarding their marital affairs, including the division of property, financial obligations, spousal support, and child custody/support (if applicable).

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

## III. SEPARATION

The Parties shall live separate and apart, free from interference, authority, and control by the other, as if

each were single and unmarried. Each Party may reside at such place or places as he or she may select. Neither Party shall molest, harass, or disturb the peace of the other.

#### IV. MINOR CHILDREN

The Parties agree to the following regarding children of the marriage:

☐ **No Children.** There are no minor children of the marriage, and none are expected.

☐ **Children.** There are minor children of the marriage.

The name(s) and date(s) of birth of the minor child(ren) are:

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##### A. Legal Custody

☐ Joint Legal Custody: The Parties shall share joint legal custody. Major decisions regarding education, health, and welfare shall be made jointly.

☐ Sole Legal Custody: Legal custody shall be awarded to ☐ Spouse I ☐ Spouse II.

##### B. Physical Custody

☐ Joint Physical Custody: The Parties shall share physical custody as described in the attached parenting plan or as follows:

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☐ Sole Physical Custody: Sole physical custody shall be awarded to ☐ Spouse I ☐ Spouse II, with visitation rights to the other parent.

### C. Child Support

- ☐ No Child Support: No child support shall be paid by either Party.
- ☐ Child Support Required: ☐ Spouse I ☐ Spouse II shall pay child support to the other Party in the amount of \$ \_\_\_\_\_ per month, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### D. Health Insurance

The Parties agree that health insurance coverage for the minor child(ren) shall be provided by:

- ☐ Spouse I
- ☐ Spouse II
- ☐ Both Parties

### V. SPOUSAL SUPPORT (ALIMONY)

The Parties agree to the following regarding spousal support/alimony:

- ☐ **Waiver.** Both Parties waive any right to receive spousal support from the other, now and in the future.

- ☐ **Spousal Support to Spouse I.** Spouse II shall pay spousal support to Spouse I in the amount of \$ \_\_\_\_\_ per month, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing until:
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- ☐ **Spousal Support to Spouse II.** Spouse I shall pay spousal support to Spouse II in the amount of \$ \_\_\_\_\_ per month, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing until:
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### VI. DIVISION OF REAL ESTATE

The Parties own real property located at:

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The Parties agree to dispose of said property as follows:

☐ **Sell and Divide.** The property shall be sold, and the net proceeds divided \_\_\_\_\_ % to Spouse I and \_\_\_\_\_ % to Spouse II.

☐ **Spouse I Keeps.** Spouse I shall retain sole ownership and assume all liabilities associated with the property.

☐ **Spouse II Keeps.** Spouse II shall retain sole ownership and assume all liabilities associated with the property.

☐ **No Real Estate.** The Parties do not own any real estate together.

## VII. DIVISION OF PERSONAL PROPERTY

The Parties have divided their personal property (furniture, household goods, clothing, etc.) to their mutual satisfaction.

☐ **Confirmed.** Each Party shall retain the personal property currently in their possession as their sole and separate property.

☐ **Exceptions.** The following items shall be transferred as follows:

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## VIII. VEHICLES

The Parties agree to the following division of vehicles:

Spouse I shall retain the following vehicle(s) and assume all debt/expenses related thereto:

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Spouse II shall retain the following vehicle(s) and assume all debt/expenses related thereto:

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## **IX. DIVISION OF DEBTS**

The Parties agree to the division of marital debts as follows:

### **A. Spouse I's Responsibility**

Spouse I shall be solely responsible for the following debts and shall indemnify and hold Spouse II harmless from the same:

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### **B. Spouse II's Responsibility**

Spouse II shall be solely responsible for the following debts and shall indemnify and hold Spouse I harmless from the same:

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## **X. RETIREMENT AND BANK ACCOUNTS**

☐ **Each Keeps Own.** Each Party shall retain their own retirement accounts, pension plans, and bank accounts free of any claim by the other.

☐ **Division Required.** The Parties agree to divide retirement or bank accounts as follows:

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## **XI. TAXES**

For the current tax year, the Parties agree to file:

- ☐ Jointly  
☐ Separately

Any tax refunds or liabilities for the current year shall be split:

- ☐ 50/50  
☐ Prorated based on income  
☐ As follows: \_\_\_\_\_

## **XII. GENERAL PROVISIONS**

### **A. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

### **B. Entire Agreement**

This Agreement contains the entire understanding of the Parties. There are no representations, warranties, promises, covenants, or undertakings other than those expressly set forth herein.

### **C. Amendment**

This Agreement may only be modified or amended in writing, signed by both Parties and notarized.

**D. 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.

**E. Legal Representation**

Each Party acknowledges that they have had the opportunity to consult with independent legal counsel regarding this Agreement. If a Party has chosen not to hire an attorney, they acknowledge that they have done so voluntarily and understand the terms and legal consequences of this Agreement.

**F. Reconciliation**

If the Parties reconcile and resume living together, this Agreement shall remain in full force and effect unless and until it is revoked or modified in writing signed by both Parties.

**G. Execution**

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

**XIII. SIGNATURES**

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

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SPOUSE I

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

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SPOUSE II

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

#### **XIV. NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Spouse I), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Seal)

\_\_\_\_\_

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Spouse II), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and



acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Seal)