

SEPARATION AGREEMENT

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:

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:

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:

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:

VI. DIVISION OF REAL ESTATE

The Parties own real property located at:

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:

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:

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

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:

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:

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:

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.

SPOUSE I

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

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)