

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is entered into on the

_____ day of _____ ,
20 _____ , by and between
_____ ("Party A") and
_____ ("Party B"), collectively referred to as the "Parties."

WHEREAS, the Parties were married on the _____ day of
_____, 20 _____ , in
_____, and have since decided to live separately;

WHEREAS, the Parties desire to settle all matters regarding their separation, including but not limited to the division of assets, child custody, and support arrangements, in an amicable manner;

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

1. DEFINITIONS

- "Assets" shall mean all property, whether real or personal, tangible or intangible, owned by the Parties.

- "Child" or "Children" shall refer to the minor offspring of the Parties, namely:

_____ .

- "Jointly Owned Assets" shall mean any assets acquired during the marriage that are not

specifically designated to either Party in this Agreement.

2. DIVISION OF ASSETS

- Party A shall retain ownership of the following assets:

_____ .

- Party B shall retain ownership of the following assets:

_____ .

- Any Jointly Owned Assets not specifically mentioned herein shall be divided equally between the Parties, unless otherwise agreed in writing.

3. CHILD CUSTODY

- The Parties agree to joint legal custody of the Children.

- Physical custody of the Children shall be as follows:

_____ .

- Visitation rights for the non-custodial parent shall be as follows:

_____ .

- The Parties agree to make all major decisions regarding the Children's health, education, and welfare jointly.

4. CHILD SUPPORT

- Party A/Party B (circle one) shall pay child support in the amount of \$

_____ per month, due on the

_____ day of each month.

- Child support payments shall continue until the Child reaches the age of majority, graduates from high school, or as otherwise agreed by the Parties in writing.

- Child support obligations shall be subject to modification in accordance with applicable state laws.

5. SPOUSAL SUPPORT

- Party A/Party B (circle one) shall pay spousal support in the amount of \$

_____ per month, due on the
_____ day of each month, for a period of
_____ years.

- Spousal support shall terminate upon the remarriage of the receiving Party or the death of either Party.

6. DEFAULT AND REMEDIES

- In the event of a default by either Party in fulfilling their obligations under this Agreement, the non-defaulting Party shall have the right to seek enforcement of this Agreement through the courts and shall be entitled to recover reasonable attorney's fees and costs incurred in such enforcement.

7. GOVERNING LAW

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

8. SEVERABILITY

- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. ENTIRE AGREEMENT

- This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.

10. AMENDMENT

- This Agreement may only be amended by a written document signed by both Parties.

11. NOTICES

- Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage

prepaid, addressed to the Parties at their respective addresses as set forth below or as subsequently provided in writing.

12. TERMINATION

- This Agreement shall terminate upon the divorce of the Parties or as otherwise agreed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

WITNESS

Signature: _____

Date: _____

Print Name: _____

NOTARY

State of _____

County of _____

On this _____ day of
_____, 20 _____,
before me, the undersigned notary public, personally appeared
_____ and _____,
known to me or satisfactorily proven to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature: _____

Date: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____