

TRIAL SEPARATION AGREEMENT

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

HUSBAND:

Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

WIFE:

Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

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

RECITALS

WHEREAS, the Parties are legally married, having been married on the _____ day of _____, 20_____, in _____, State of _____; and

WHEREAS, irreconcilable differences have arisen between the Parties, and they desire to live separate and apart from each other temporarily, without immediately pursuing a legal divorce or permanent separation; and

WHEREAS, the Parties wish to define their respective rights, duties, and obligations arising from their marital relationship and their temporary separation, including arrangements for finances, property, and, if applicable, child custody and support, during this trial separation period; and

WHEREAS, the Parties enter into this Agreement voluntarily, with full knowledge of their rights and obligations, and without coercion or undue influence.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: I. SEPARATION DATE AND RESIDENCE

a. **Date of Separation:** The Parties agree that the effective date of their physical separation for the purpose of this Agreement shall be the _____ day of _____, 20_____.

b. **Separate Residences:** The Parties shall live separate and apart from each other, free from marital cohabitation, during the term of this Agreement.

i. The Husband shall reside at: Street Address:

City: _____

State: _____

Zip Code: _____

ii. The Wife shall reside at: Street Address:

City: _____

State: _____

Zip Code: _____

c. **No Harassment:** Neither Party shall harass, annoy, or interfere with the other Party or their respective residences, workplaces, or personal lives.

II. CHILDREN AND PARENTING PLAN

a. **Children:** The Parties have the following minor child(ren) born of their marriage:

Name: _____ Date of Birth: _____ day of _____, 20_____

Name: _____ Date of Birth: _____ day of _____, 20_____

Name: _____ Date of Birth: _____ day of _____, 20_____

b. **Temporary Custody:** During the period of this trial separation, the Parties agree to the following temporary custody arrangement for the minor child(ren):

c. **Parenting Schedule:** The Parties agree to the following temporary parenting schedule for the minor child(ren):

d. **Decision-Making:** The Parties shall make joint decisions regarding the health, education, and welfare of the minor child(ren) during the separation period. In the event of a disagreement, the following process shall be followed:

III. CHILD SUPPORT

- a. **Child Support Payments:** During the period of this trial separation, _____ (Husband/Wife) shall pay to _____ (Husband/Wife) the sum of \$ _____ per _____ (week/month) as child support for the minor child(ren). These payments shall commence on the _____ day of _____, 20____.
- b. **Method of Payment:** Child support payments shall be made by _____.
- c. **Extraordinary Expenses:** The Parties shall share equally in the cost of any extraordinary medical, dental, educational, or extracurricular expenses for the minor child(ren) not covered by insurance.

IV. SPOUSAL SUPPORT (ALIMONY)

- a. **Spousal Support Payments:** During the period of this trial separation, _____ (Husband/Wife) shall pay to _____ (Husband/Wife) the sum of \$ _____ per _____ (week/month) as temporary spousal support. These payments shall commence on the _____ day of _____, 20____.
- b. **Method of Payment:** Spousal support payments shall be made by _____.
- c. **No Spousal Support:** The Parties agree that no spousal support shall be paid by either Party to the other during the period of this trial separation.

V. MARITAL DEBTS

- a. **Joint Debts:** The Parties acknowledge the following joint marital debts:
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- b. **Responsibility for Debts:** During the period of this trial separation, the Parties agree to be responsible

for the following debts:

- i. Husband shall be solely responsible for: _____
- ii. Wife shall be solely responsible for: _____
- iii. Jointly held debts shall be paid as follows: _____

c. **New Debts:** Neither Party shall incur any new debt in the name of the other Party or jointly with the other Party without the express written consent of the other Party. Each Party shall be solely responsible for any new debts incurred in their individual name.

VI. MARITAL ASSETS

a. **Bank Accounts:**

- i. The Parties shall maintain their current joint bank accounts as follows: _____
- ii. Each Party shall be entitled to open and maintain separate bank accounts in their individual names, and funds deposited therein shall be considered separate property for the duration of this Agreement.

b. **Real Property:** The marital residence located at _____ shall be occupied by _____ (Husband/Wife) during the separation period. The Party occupying the residence shall be responsible for the mortgage payments, property taxes, and homeowner's insurance during this period, unless otherwise agreed: _____

c. **Vehicles:**

- i. Husband shall have exclusive use and possession of the following vehicle: _____
- ii. Wife shall have exclusive use and possession of the following vehicle: _____
- iii. Each Party shall be responsible for the insurance, maintenance, and loan payments (if any) associated with the vehicle in their exclusive possession.

d. **Personal Property:** The Parties shall divide their personal property as follows:

e. **Retirement Accounts/Investments:** The Parties agree that all existing retirement accounts, pensions, and investment accounts shall remain in their current status and ownership during the trial separation period. Neither Party shall withdraw funds, change beneficiaries, or otherwise alter these accounts without the express written consent of the other Party.

VII. HEALTH INSURANCE

a. **Coverage:**

Husband shall maintain health insurance coverage for Wife and the minor child(ren).

- Wife shall maintain health insurance coverage for Husband and the minor child(ren).
 Each Party shall be responsible for their own health insurance coverage and the coverage of the minor child(ren) as follows: _____

b. **Costs:** The cost of health insurance premiums shall be paid by _____
(Husband/Wife) or shared as follows: _____.

VIII. TAXES

a. **Tax Filing Status:** For the tax year(s) covered by this Agreement, the Parties shall file their income tax returns as:

- Married Filing Jointly
 Married Filing Separately
 Head of Household (if applicable)

b. **Tax Refunds/Liabilities:** Any tax refunds or liabilities for joint returns shall be divided or paid as follows: _____.

c. **Dependency Exemptions:** The dependency exemptions for the minor child(ren) shall be allocated as follows: _____.

IX. FUTURE OF RELATIONSHIP

a. **Temporary Nature:** The Parties acknowledge that this Agreement is for a trial separation and does not constitute a final settlement of their marital rights or a permanent dissolution of their marriage.

b. **Reconciliation:** Nothing in this Agreement shall preclude the Parties from reconciling and resuming their marital relationship. In the event of reconciliation, this Agreement shall become null and void, unless otherwise agreed in writing.

c. **Divorce/Legal Separation:** This Agreement is entered into without prejudice to either Party's right to seek a divorce or legal separation in the future. Should either Party initiate divorce or legal separation proceedings, this Agreement may be presented to the court for consideration, but it shall not be binding upon the court.

X. INDEPENDENT LEGAL ADVICE

Each Party acknowledges that they have been advised of their right to seek and obtain independent legal counsel regarding the terms and conditions of this Agreement. Each Party further acknowledges that they have either sought such counsel or have knowingly and voluntarily waived their right to do so.

XI. GOVERNING LAW

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

_____.

XII. ENTIRE AGREEMENT

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

XIII. MODIFICATION

This Agreement may not be amended, modified, or supplemented except by a written instrument executed by both Parties.

XIV. WAIVER

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or similar nature.

XV. 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.

XVI. HEADINGS

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

XVII. BINDING EFFECT

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

XVIII. VOLUNTARY EXECUTION

The Parties declare that they have read this Agreement, understand its terms, and have executed it

voluntarily and without coercion or undue influence.

IN WITNESS WHEREOF, the Parties have executed this Trial Separation Agreement on the date first written above.

HUSBAND

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WIFE

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____