

_____ COURT OF THE STATE OF _____
FOR THE COUNTY OF _____

IN RE: THE MARRIAGE OF

_____,'

Petitioner,

FAMILY DIVISION

CASE NO.: _____

vs.

_____,'

Respondent.

State of _____

Rev. 133C5E6

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is made and entered into as of this _____ day of _____, 20____, (the "Effective Date") by and between _____, residing at _____ in _____ County ("Petitioner") and _____, residing at _____ in _____ County ("Respondent").

WHEREAS, Petitioner and Respondent were married to each other on or about the _____ day of _____, _____, in _____ County, _____, and;

WHEREAS, Petitioner and Respondent separated on or about the ____ day of _____, _____, and are currently living separate and apart, and;

WHEREAS the parties are parents or legal guardians of the following minor child(ren): _____, born _____, _____, and no other children are expected or anticipated in this marriage, the child(ren) hereinafter referred to as the "minor child", and;

WHEREAS, a full and complete financial disclosure has been made by the parties to each other of all their respective assets, both joint and separate, the accuracy and truthfulness of which forms the basis of this Agreement, and;

WHEREAS, both parties have given much thought and careful consideration to a settlement of their differences and have determined that they are irreconcilable, and;

WHEREAS, it is the desire and intention of the parties that their relations with respect to property and financial matters be finally fixed by this Agreement.

NOW THEREFORE, Petitioner and Respondent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

1. Spousal Support. It is expressly agreed by the parties herein that each party relinquishes or waives any right or interests they have had as alimony, support or maintenance from the other, except as provided within the terms of this Agreement. This Agreement will replace any and all previous agreements between the parties which may have been entered into between said parties, and supersedes any temporary orders of any court which may be in effect.

Petitioner shall pay to Respondent permanent periodic spousal support in the sum of \$_____ per month beginning _____ and continuing to be paid on the first day of each month thereafter. Such spousal support payments shall automatically terminate upon Respondent's remarriage or the death of either party. The spousal support shall be taxable to Respondent and deductible by Petitioner. The spousal support amount shall be modifiable.

To guarantee a portion of the spousal support, Petitioner will obtain and maintain at his/her sole expense a term life insurance policy insuring his/her life in the amount of \$_____ with Respondent being the beneficiary. This policy shall be in full force and effect for _____ years from the execution of this Agreement at which time Petitioner shall have no further obligation to maintain such policy and may terminate such policy as deemed appropriate.

2. Custody of the Minor Child. The parties agree that it is in the best interests of the minor child that the parties share parental responsibilities. Each party recognizes that the other has a right to and shall fully participate in all important matters pertaining to the minor child's upbringing, including health, welfare, education. With this in mind, the parties agree that they shall have shared legal custody of the minor child and that all decisions regarding the health, medical and dental care, education, religion, vacations, travel, welfare and other aspects of the upbringing of the minor child shall be made on a joint decision making basis. Subject to the terms and conditions set out below, the parties shall share physical custody of the minor child. The parties agree that Petitioner will claim the minor child on his/her federal, state and local tax returns.

3. Visitation of the Minor Child. The parties' agreement as to visitation and time sharing of the minor child is more fully set out on Exhibit A attached hereto. The parties will share any costs of transportation associated with all visitations equally.

4. Parental Rights and Responsibilities. The parties agree to the following with respect to each party's care of the minor child:

- a. In the event of an emergency, serious illness or accident or other circumstance seriously affecting the child's health and general welfare, the party who has physical possession or control of the child at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the child and/or the right to telephonic communication with the child.
- b. In the event of a medical emergency, and only in such event, each party acknowledges that he/she has full confidence in the other's ability to make a unilateral decision for the minor child's welfare which otherwise would be a joint decision of the parties.

- c. Both parties shall be entitled to participate with and attend special activities in which the [child is/children are] engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events in which the [child is/children are] or may be engaged or involved.
- d. Neither party shall, in any way, impede, obstruct nor interfere with the exercise by the other of his/her right of companionship with the minor child and neither of them, at any time, shall in any manner disparage or criticize the other party, nor allow any other to do so or in the presence of the minor child. Each party further agrees that he/she will in no way attempt to create a non-harmonious atmosphere for the minor child.
- e. Each party shall be entitled to complete and detailed information from all pediatricians, physicians, dentists, consultants or specialists attending the minor child for any reason whatsoever and to be furnished upon written request with copies of any reports given to other party. Each party shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the child may attend or become associated with in any way.

5. Minor Child's Medical Insurance. Petitioner shall maintain existing medical insurance for the minor child. Respondent shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier.

6. Child Support. The parties agree that Petitioner shall pay to Respondent the sum of \$_____ per month as and for child support. The child support shall be paid directly to Respondent beginning _____ and shall be paid on the first day of each month thereafter. The amount of child support has been determined in accordance with the applicable state child support guidelines[, attached hereto as Exhibit B. The parties acknowledge that the child support arrangement shall not be legally binding until approved in a court order.

7. Minor Child's Tuition Expenses. In the event the parties mutually agree that it is in the best interests of the minor child to attend private school, the parties agree that in the absence of written agreement to the contrary, each party equally shall be responsible for all reasonable expenses of such private school. The parties agree to equally share the costs of tuition, reasonable room, board, travel, and any reasonable agreed upon loans associated with the college education of the minor child. This obligation shall continue until the child completes his/her undergraduate education at the college selected and all debts have been paid in full, or the expiration of five (5) years, whichever first occurs.

8. Waiver of Payment Through Clerk. Both parties waive participation in any applicable Central Depository Payment Program or the payment of child support or spousal support through any clerk of court, direct deposit program or other third party entity (the "Central Depository"); and accordingly, payments need not be made through the Central Depository and shall be made directly to the party entitled thereto. In the event of the tardiness of payments or other difficulty experienced by the receiving party, either party may subsequently apply to the Central Depository to activate participation and have child support payments directed through the Central Depository in the event that it becomes necessary to secure or obtain payments made hereunder.

9. Distribution of Real Property. The parties currently own the real property located at _____ (the "Marital Residence"). It is agreed that Petitioner has vacated

the Marital Residence or shall vacate the Marital Residence. It is further agreed that Respondent shall assume sole ownership of the Marital Residence, and Petitioner will transfer and release any right, title, claim or interest he/she may have in or to such Marital Residence. The parties shall share responsibility for payment of the monthly mortgage payment on the Marital Residence. Petitioner shall pay ____ % of the monthly payment and Respondent shall pay ____ % of the monthly payment, and each party agrees that payments shall be timely paid to the designated mortgagor. Further, Respondent shall be solely responsible for all other expenses associated with the maintenance and upkeep of the Marital Residence such as utilities, lawn care and routine repair of appliances, etc.

10. Bank and Other Financial Accounts. The parties agree to divide all bank accounts and other financial accounts as provided below:

- a. Petitioner shall retain any account in his/her name as his/her sole and exclusive property.
- b. Respondent shall retain any account in his/her name as his/her sole and exclusive property.
- c. All assets in the joint _____ account located at _____, identified by account number _____ shall be divided equally among the parties.
- d. The parties represent that there are no other joint bank or other financial accounts.

11. Personal Property. The parties have previously distributed all of the personal property owned by them together, including household furnishings and furniture, so that at present, each party is the sole and exclusive owner of any and all personal property currently in their possession and all rights possessed by the other party in any such property is hereby and forever waived. A list of the personal property and furnishings distribution is attached hereto as Exhibit C.

12. Automobiles. The parties agree to divide all automobiles as provided below:

- a. Petitioner shall retain all of his/her right, title and interest in the following leased/owned vehicle(s):

He/she shall be solely responsible for and hold Respondent harmless from the balance of any lease/finance payments on said vehicle. Respondent shall transfer all of his right, title and interest in said automobile, if any, to Petitioner.
- b. Respondent shall retain all of his/her right, title and interest in the following leased/owned vehicle(s):

He/she shall be solely responsible for any balance of lease/finance payments on said vehicle. Petitioner shall transfer all of his/her right, title and interest, if any, in said automobile to Respondent.
- c. Each party shall be solely responsible for the expense, upkeep and maintenance, including insurance as to each vehicle he/she shall receive as a result of this section, and each shall indemnify and hold the other harmless as to any claim, demand or cause of action arising out of the use or possession of such vehicle.

13. Outstanding Debts, Charge Accounts and Credits. Each party agrees to assume any and all debts and liabilities directly related to any property transferred to him/her pursuant to this Agreement. Each

party shall be solely responsible for his/her own charge accounts, debts, obligations as currently in his/her own name and fees and costs arising therefrom. Each of the parties hereto represents that he/she has not contracted and will not hereafter contract any debts, charge or liability in the name or upon the credit of the other or for which the other or the estate of the other might or could become liable and agrees.

14. Pension and Retirement Plans and Annuities. Each party hereby waives and relinquishes any right he/she may have in the others retirement plan, pension plan, 401(k) plan, individual retirement account, defined contribution or benefit plan, and/or another employer-sponsored plan, if any.

15. Income Tax. Except as set forth herein, each party shall be responsible for his/her own income tax liabilities together with interest, penalties and fees, if any and shall file individually beginning the year the divorce decree becomes final. Any additional tax assessments, penalties and interest to be paid on any and all prior joint income tax returns files by the parties shall be paid by both parties equally.

16. Former Name. Petitioner shall be known by her former name of _____ and does hereby request any court considering this Agreement to order restoration of that name.

17. Waiver of Dower and Inheritance Rights. Each of the parties releases and waives any and all homestead, dower, curtesy, community property, equitable distribution and any other rights, title or interest either party has or may claim to have against the other arising out of or in any way connected to the marriage or the dissolution of the marriage. The parties acknowledge that this Agreement substantially has equitably distributed all such marital assets appropriately. Each of the parties releases and waives any and all right to receive any property or rights from the estate of the other party, unless such right is created under a will or codicil to will dated subsequent to the effective date of this Agreement.

18. Bankruptcy. The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

19. Legal Representations. Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

20. Fees and Costs. Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement or the dissolution of marriage proceeding. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

21. Full Disclosure. Each party hereby represents that there has been a full, complete, current and accurate disclosure of all financial matters by each party to the other. The parties understand that these representations are material to this Agreement and that the other party is relying upon the representations made by them. Both parties acknowledge that this Agreement is based upon such full, complete, current and accurate disclosure. By executing this Agreement, each party acknowledges that this is a fair Agreement and it is not the result of any fraud, duress, or undue influence exercised by either party upon the other or by any other person or persons upon either.

22. Free and Voluntary Execution. The parties hereto declare that they have fully read and fully

understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

23. Living Apart. Upon the execution of this Agreement, the parties may and shall live separate and apart from each other the remainder of their natural lives in all respects as if and as though their said marriage had never existed and neither party shall have the right to control the personal actions or conduct of the other party, nor to interfere with the manner of living of the other as fully and to the same extent as if such party were single and unmarried, except where otherwise mandated by this Agreement.

24. Reconciliation. In the event the parties reconcile and do not live apart for any period of time, this Agreement and the obligations of the parties hereunder will remain in full force and effect unless expressly revoked or terminated by the parties in writing.

25. Further Assurances. Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

26. Modifications and Amendments. This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

27. No Waiver. Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

28. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of _____. The parties agree that in the event it shall become necessary to enforce this agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.

29. Admissibility. This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.

30. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

31. Mutual Release. Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

32. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

33. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

34. Entire Agreement. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Petitioner Signature

Petitioner Full Name

Respondent Signature

Respondent Full Name

Signed in the presence of:

First Witness

First Witness Signature (date)

First Witness Name

First Witness Address

First Witness City, State and Zip Code

Second Witness

Signature

Notary Public

My Commission Expires: _____