

# SEPARATION AGREEMENT

## 1. Effective Date

THIS AGREEMENT is made and entered into this day of \_\_\_\_\_, (year).

## 2. The Parties

\_\_\_\_\_ (name), residing at \_\_\_\_\_ (address), (hereinafter referred to as “the Husband,” and collectively with “the Wife” as “the parties”).

\_\_\_\_\_ (name), residing at \_\_\_\_\_ (address), (hereinafter referred to as “the Wife,” and collectively with “the Husband” as “the parties”).

## 3. Recitals

- a. The parties were married on \_\_\_\_\_ (date), and are still married.
- b. The parties have the following children (optional): \_\_\_\_\_ (names of children) \_\_\_\_\_ (gender of children), \_\_\_\_\_ (birthdates of children), \_\_\_\_\_ (who is/all of whom are) the issue of this marriage./The Parties do not have children.
- c. The parties agree that they can no longer live together because of irreconcilable differences. The parties agree that there is no reasonable likelihood that their marriage can continue.
- d. Each party fully understands the terms and provisions of this agreement and believes its terms to be just, adequate, and reasonable. The parties agree to enter into a separation agreement (hereinafter referred to as “the Agreement”), setting forth and defining their mutual understanding of their present living arrangement.
- e. The parties are fully advised and informed of the property, estate, and prospects of the other, and both have been fully advised and informed by their respective attorneys of their rights and liabilities against and to the other. Therefore, in consideration of the mutual promises in the Agreement, they agree to the following:

## 4. Separation

The parties acknowledge and represent that they currently live and intend to continue living separately for an indefinite time. During the period of separation, each party shall be free from interference and control by the other as if they were single and unmarried. The parties may reside at such places as each

may choose. However, nothing in this Agreement shall prevent, restrain or restrict either party's right to enter, remain upon, or reside in the former marital premises located at \_\_\_\_\_(address).

Neither party shall compel the other to cohabit or dwell with them. Each party may pursue, conduct, carry on, and engage in any social, personal, business, professional, or employment endeavor that they may choose.

## **5. Full Disclosure of Property**

The parties agree that each has made full and complete disclosure of all of his or her property and that neither has knowledge of any property of any kind in which the parties so agreeing have any beneficial interest, except that property \_\_\_\_\_

*(identified, listed, and distributed by the terms of this agreement/identified and listed on the inventory attached to this agreement).*

## **6. Property Division (Option A)**

The parties do not wish to address this issue at this time.

The parties do not wish to address or resolve any other issue which may have arisen during the marriage, including, without limitation, issues concerning child custody, support, timesharing, alimony, property distribution or debt allocation, and tax issues. The parties desire and intend to maintain the status quo to the best of their abilities but reserve their right to resolve the aforementioned issues in the future.

## **7. Property Division (Option B)**

The parties do not wish to address these issues at this time.

### **a. Intent to Divide Community Assets**

The parties declare that it is their desire and intent to partition and divide their community assets so that the aggregate fair market value of the community assets received by each is equal. The parties, therefore, partition and divide their community assets as provided under further provisions of this Agreement.

**b. The Wife's Separate Property**

The Husband conveys, transfers, assigns, and releases to the Wife, as her sole and separate property, all of his right, title, and interest in and to the following:

\_\_\_\_\_ (enumeration of property) \_\_\_\_\_ (description of property).

**c. The Husband's Property**

The Wife conveys, transfers, assigns, and releases to husband, as his sole and separate property, all of her right, title, and interest in and to the following: \_\_\_\_\_ (enumeration of property) \_\_\_\_\_ (description of property).

**d. Division of Personal Property**

The court shall retain jurisdiction over the division of the furniture and furnishings located in the family residence, including the appliances, china, crystal, and silver.

**e. Deed to Residence**

Concurrent with the execution of this agreement, \_\_\_\_\_ (husband/wife) shall execute a \_\_\_\_\_ (type of deed) deed to the residence located at \_\_\_\_\_ (address of property), \_\_\_\_\_ (name of city), \_\_\_\_\_ (name of county), \_\_\_\_\_ (name of state).

**f. Bank Accounts**

The Husband and the Wife have interests in \_\_\_\_\_ (bank accounts) \_\_\_\_\_ (brokerage accounts), which consist of the following: \_\_\_\_\_ (enumeration of bank accounts) \_\_\_\_\_ (description of bank accounts). The total balance in those accounts is \$ \_\_\_\_\_ (dollar amount of total balance). From the balance of funds in those accounts, \_\_\_\_\_ (husband/wife) shall pay \_\_\_\_\_ (wife/husband) \$ \_\_\_\_\_ (dollar amount of payment). The balance of funds in the accounts is given to \_\_\_\_\_ (husband/wife).

**8. Custody and Child Time-Sharing**

The parties do not wish to address these issues at this time.

The parties have the following child/children:

Child #1: \_\_\_\_\_(name), \_\_\_\_\_(date of Birth), and social security number \_\_\_\_\_(s.s. number).

Child #2: \_\_\_\_\_(name), \_\_\_\_\_(date of Birth), and social security number \_\_\_\_\_(s.s. number).

Child #3: \_\_\_\_\_(name), \_\_\_\_\_(date of Birth), and social security number \_\_\_\_\_(s.s. number).

Child #4: \_\_\_\_\_(name), \_\_\_\_\_(date of Birth), and social security number \_\_\_\_\_(s.s. number).

**a. Custody:**

\_\_\_\_\_ (The Husband/The Wife) shall have \_\_\_\_\_ (sole/joint) custody, control, and supervision of the minor \_\_\_\_\_ (child/children) of the marriage, with the \_\_\_\_\_ (sole/joint) right to determine \_\_\_\_\_ (his/her/their) place of residence during \_\_\_\_\_ (his/her/their) respective minority, subject to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Custody Instructions)

**b. Child time-sharing:**

The Husband will have visitation with the children not in his custody subject to the following schedule:

\_\_\_\_\_  
\_\_\_\_\_ (schedule)

The Wife will have visitation with the children not in her custody subject to the following schedule:

\_\_\_\_\_  
\_\_\_\_\_ (schedule)

## 9. Child and Spousal Support

The parties do not wish to address these issues at this time.

### a. Child Support

The Husband will pay to the Wife the amount of \$ \_\_\_\_\_ each and every \_\_\_\_\_  
(*week, month, etc.*) as and for child support.

The Wife will pay to the Husband the amount of \$ \_\_\_\_\_ each and every \_\_\_\_\_  
(*week, month, etc.*) as and for child support.

### b. Spousal Support

The Husband will pay to the Wife the amount of \$ \_\_\_\_\_ each and every \_\_\_\_\_  
(*week, month, etc.*) as and for spousal support.

The Wife will pay to the Husband the amount of \$ \_\_\_\_\_ each and every \_\_\_\_\_  
(*week, month, etc.*) as and for spousal support.

### c. Modification of Child Support.

The provisions relating to custody, support, and maintenance of the \_\_\_\_\_  
(*child/children*) of the parties may not be changed or modified by the parties other than by further agreement between them in writing. However, such agreement shall not be binding on the court, but shall be subject to the proper order of any court of competent jurisdiction.

### d. Modification of Spousal Support.

The provisions of this agreement relating to the support and maintenance of the \_\_\_\_\_  
(*wife/husband*) may not be modified or changed other than by further agreement between the parties in writing. Such agreement for support and maintenance, however, shall be incorporated in, and become a part of, the judgment of any court of competent jurisdiction in any pending or future action between the parties for divorce.

## 10. Binding Agreement

This agreement shall inure to the benefit of, and be binding on, the parties and their respective heirs, personal representatives, successors, and assigns. This agreement may not be modified or changed other than by future agreement by the parties in writing.

## 11. Attorney's Fees

\_\_\_\_\_ (*The Husband/The Wife*) shall pay to \_\_\_\_\_ (*name of other spouse's attorney or law firm*) \$ \_\_\_\_\_ (*dollar amount of legal fees*) for services as counsel retained by \_\_\_\_\_ (*wife/husband*), to advise and represent (*him/her*) in connection with the negotiation and preparation of this agreement.

\_\_\_\_\_ (*The Wife/The Husband*) agrees that, except for any reasonable attorney's fees or costs, as determined by a court of competent jurisdiction, that might be incurred by \_\_\_\_\_ (*him/her*) in connection with any proceeding necessary to enforce this agreement, for which \_\_\_\_\_ (*he/she*) reserves a right to reimbursement from \_\_\_\_\_ (*husband/wife*), payment of the above sum shall discharge any obligation of \_\_\_\_\_ (*husband/wife*) for legal services in connection with this agreement.

## 12. Notary Signature

Each party to this agreement has caused it to be executed at \_\_\_\_\_ (*place of execution*) on the date indicated below.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year written below their respective names.

AS TO \_\_\_\_\_ (*Husband's name*) \_\_\_\_\_ (*Husband's name*)

DATED:

DATED:

AS TO \_\_\_\_\_ (*Wife's name*) \_\_\_\_\_ (*Wife's name*)

DATED:

DATED:

STATE OF

\_\_\_\_\_ (*State*)

COUNTY OF \_\_\_\_\_ (*County*)

BE IT REMEMBERED that on this day of, \_\_\_\_\_ (*year*), before me, the subscriber, a Notary Public, personally appeared \_\_\_\_\_ (*Husband's name*), who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the content thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.