

## SEPARATION AGREEMENT

This Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_.

The parties were married on \_\_\_\_\_, \_\_\_\_\_.

As a result of disputes and serious differences, they have separated and are now living separate and apart, and wish to continue living apart. They intend to settle by this agreement their marital matters, including child custody, child support, division of property and debts, and their rights to alimony.

For these reasons and in consideration of the mutual promises contained in this Agreement, Husband and Wife agree as follows:

1. LIVING SEPARATE. Husband and Wife will live separate and apart from each other, as if they were single and unmarried.

2. NO HARASSMENT OR INTERFERENCE. Neither party will in any manner harass, annoy, or interfere with the other.

### 3. CHILD CUSTODY

☐ There are no minor children.

☐ The parties will share in parenting responsibilities; however, physical custody of the minor child(ren), \_\_\_\_\_ shall be awarded to the \_\_\_\_\_, and the \_\_\_\_\_ shall have reasonable and liberal visitation rights.

☐ Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4. CHILD SUPPORT

☐ There are no minor children.

☐ The \_\_\_\_\_ shall pay the sum of \$ \_\_\_\_\_ per \_\_\_\_\_ as support and maintenance for the minor child(ren) in the physical custody of the other parent.

☐ The \_\_\_\_\_ shall maintain health insurance coverage for the minor child(ren) as long as such insurance is available at a reasonable group rate.

☐ Other:

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## 5. DIVISION OF PROPERTY

The Husband transfers to the Wife as her sole and separate property:

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☐ Continued on Additional Sheet.

The Wife transfers to the Husband as his sole and separate property:

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☐ Continued on Additional Sheet.

## 6. DIVISION OF DEBTS

The Husband shall pay, and will not at any time hold the Wife responsible for, the following debts:

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☐ Continued on Additional Sheet.

The Wife shall pay, and will not at any time hold the Husband responsible for, the following debts:

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☐ Continued on Additional Sheet.

#### 7. ALIMONY

The ☐ Husband ☐ Wife shall pay alimony in the sum of \$ \_\_\_\_\_ per \_\_\_\_\_, for a period of \_\_\_\_\_; or until the ☐ Husband ☐ Wife dies or remarries, whichever occurs first.

☐ Other:

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8. EFFECT OF DIVORCE OR DISSOLUTION OF MARRIAGE. In the event of a divorce or dissolution of marriage, this Separation Agreement shall, if the court approves, be merged with, incorporated into, and become a part of any subsequent decree or judgment for divorce or dissolution of marriage.

9. FINANCIAL DISCLOSURE. The parties have revealed to each other full financial information regarding their net worth, assets, holdings, income, and liabilities; not only by their discussions with each other, but also through copies of their current financial statements, copies of which are attached hereto as Exhibits A and B. Both parties acknowledge that they had sufficient time to review the other's financial statement, are familiar with and understand the other's financial statement, had any questions satisfactorily answered, and are satisfied that full and complete financial disclosure has been made by the other.

10. WAIVER OF ESTATE. Both parties to this agreement agree to waive any and all right to the estate of the other, including dower, curtesy, elective share, community property rights, or rights of intestacy. Each party shall be allowed to pass his or her property freely by will.

11. INDEPENDENT REPRESENTATION BY COUNSEL. Each party has the right to representation by independent counsel. Each party fully understands his or her rights and considers the terms of this agreement to be fair and reasonable.

12. EXECUTION OF NECESSARY INSTRUMENTS. The parties will execute and deliver any other instruments and documents that may be necessary and convenient to carry out all of the terms of this Agreement.

13. ENTIRE AGREEMENT. This instrument, including any attached exhibits, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this Agreement. This agreement may not be modified or terminated except in writing signed by the parties.

14. GOVERNING LAW. This Agreement shall be governed by the laws of \_\_\_\_\_.

15. BINDING EFFECT. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, successors, and assigns.

\_\_\_\_\_  
Husband's Signature

\_\_\_\_\_  
Wife's Signature

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement, consisting of \_\_\_\_\_ pages and Exhibits \_\_\_\_\_ through \_\_\_\_\_, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who are personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Typed Name of Acknowledger)

NOTARY PUBLIC

Commission Number: \_\_\_\_\_

My Commission Expires: