

State of _____

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is made and entered into as of this _____ day of _____, 20____, (the "Effective Date") by and between:

Petitioner: _____ [Name], residing at _____
_____ [Address] in _____ County ("Petitioner") and

Respondent: _____ [Name], residing at _____
_____ [Address] in _____ County ("Respondent").

WHEREAS, Petitioner and Respondent were married to each other on _____ [Date], in _____ County, _____
_____ [Address], and;

WHEREAS, Petitioner and Respondent separated on or about the _____ day of _____ [Month], _____ [Year], and are currently living separate and apart; and

WHEREAS, (Check one)

- Both Petitioner and Respondent** are currently members of the United States Armed Forces; and
- Petitioner** is currently a member of the United States Armed Forces; and
- Respondent** is currently a member of the United States Armed Forces; and
- Not applicable

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.

Party to pay for spousal support (Check one)

No one will pay spousal support. In consideration of the above, and having regard for the parties' circumstances, including the duration of their marriage and the parties' skills, the parties herein specifically waive and relinquish any right to any form of spousal support, alimony or maintenance.

Neither party shall receive spousal support from the other. The parties further waive any future right to modification of spousal support of any kind, temporary, permanent, periodic, rehabilitative, lump sum or any combination or form thereof, whether that right be provided by statute or any other regulation.

Respondent will pay for spousal support. Respondent shall pay: (Check one)

For a number of years. Respondent shall pay support in the sum of \$_____ per month beginning _____, 20____ and continuing to be paid on the first day of each month thereafter for a total period of _____ years. Such spousal support payments shall automatically terminate upon the final payment hereunder, Petitioner remarriage or the death of either party. The spousal support shall be taxable to Petitioner and deductible by Respondent. The spousal support shall be (Check one) modifiable non-modifiable.

Until Petitioner remarries or dies. Respondent shall pay to Petitioner permanent periodic spousal support in the sum of \$_____ per month beginning _____, 20____ and continuing to be paid on the first day of each month thereafter. Such spousal support payments shall automatically terminate upon Petitioner's remarriage or the death of either party. The spousal support shall be taxable to Petitioner and deductible by Respondent. The spousal support amount shall be (Check one) modifiable non-modifiable.

Petitioner will pay for spousal support. Petitioner shall pay: (Check one)

For a number of years. Petitioner shall pay support in the sum of \$_____ per month beginning _____, 20____ and continuing to be paid on the first day of each month thereafter for a total period of _____ years. Such spousal support payments shall automatically terminate upon the final payment hereunder, Respondent remarriage or the death of either party. The spousal support shall be taxable to Respondent and deductible by Petitioner. The spousal support shall be (Check one) modifiable non-modifiable.

Until Respondent remarries or dies. Petitioner shall pay to Respondent permanent periodic spousal support in the sum of \$_____ per month beginning _____, 20____ 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 (Check one) modifiable non-modifiable.



Life Insurance (Check one)

Not applicable

Respondent will pay for spousal support and carry a life insurance policy. To guarantee a portion of the spousal support, Respondent will obtain and maintain at his/her sole expense a term life insurance policy insuring his/her life in the amount of \$_____ with Petitioner being the beneficiary. This policy shall be in full force and effect for: (Check one)

_____ years from the execution of this Agreement, after which time Respondent shall have no further obligation to maintain such policy and may terminate such policy as deemed appropriate.

As long as Respondent is obligated to pay spousal support under this Agreement, after which time Respondent shall have no further obligation to maintain such policy and may terminate such policy as deemed appropriate.

Petitioner will pay for spousal support and carry a life insurance policy. 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: (Check one)

_____ years from the execution of this Agreement, after which time Petitioner shall have no further obligation to maintain such policy and may terminate such policy as deemed appropriate.

As long as Petitioner is obligated to pay spousal support under this Agreement, after which time Petitioner shall have no further obligation to maintain such policy and may terminate such policy as deemed appropriate.

2. Distribution of Real Property. (Check one)

The parties do NOT currently own a marital home.

The parties currently own the real property located at _____
(the "Marital Residence"). (Check one)

Petitioner will be the sole owner. It is agreed that Respondent has vacated the Marital Residence or shall vacate the Marital Residence. It is further agreed that Petitioner shall assume sole ownership of the Marital Residence, and Respondent will transfer and release any right, title, claim or interest he/she may have in or to such Marital Residence.

Respondent will be the sole owner. 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 have joint ownership and Petitioner will reside in the marital home. It is agreed that the parties shall continue to own the home jointly. It is further agreed that Respondent has vacated the Marital Residence or shall vacate the Marital Residence, and Petitioner may continue to reside in the Marital Residence (Check one) for a period of time not to exceed _____ years from the date of this Agreement. At the expiration of this _____ year period, the parties agree to place the Marital Residence up for sale with a licensed real estate broker to be agreed upon by the parties indefinitely.



- The parties have joint ownership and Respondent will reside in the marital home.** It is agreed that the parties shall continue to own the home jointly. It is further agreed that Petitioner has vacated the Marital Residence or shall vacate the Marital Residence, and Respondent may continue to reside in the Marital Residence (Check one) for a period of time not to exceed _____ years from the date of this Agreement. At the expiration of this _____ year period, the parties agree to place the Marital Residence up for sale with a licensed real estate broker to be agreed upon by the parties indefinitely.
- The marital home will be sold.** The parties agree to place the Marital Residence up for sale with a licensed real estate broker to be agreed upon by the parties.

Net proceeds from sale of marital home

(Check one if applicable)

- Petitioner** shall receive the net proceeds from the sale of such home.
- Respondent** shall receive the net proceeds from the sale of such home.
- The net proceeds of such sale shall be divided between the parties with Petitioner receiving _____% of the net proceeds and Respondent receiving _____% of the net proceeds.

Mortgage of marital home

(Check one if applicable)

- Petitioner** shall be solely responsible for payment of the monthly mortgage payment on the Marital Residence.
- Respondent** shall be solely responsible for payment of the monthly mortgage payment on the 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.

Maintenance and repairs

(Check one if applicable)

- Further, Petitioner shall be responsible for _____% and Respondent will be responsible for _____% of **Petitioner** shall be solely responsible **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.

Major repairs

(Check one if applicable)

- Any substantial repair or exterior repair such as something structural or associated with the roof maintenance shall paid _____% by Petitioner and _____% by Respondent by **Petitioner** by **Respondent**.

OTHER real property

(Fill out and check one if applicable)

The parties currently own the real property located at _____, which shall: (Check one)



- Become the sole property and responsibility of **Petitioner**.
- Become the sole property and responsibility of **Respondent**.
- Be placed for sale** with a licensed real estate broker to be agreed upon by the parties.

Net proceeds of other real property (Check one)

- Petitioner** shall receive the net proceeds from the sale of such property.
- Respondent** shall receive the net proceeds from the sale of such property.
- The net proceeds of such sale shall be divided between the parties with Petitioner receiving _____% of the net proceeds and Respondent receiving _____% of the net proceeds.

3. Bank and Other Financial Accounts. (Check one)

- The parties do NOT have joint bank or 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 (Check one) saving checking money market certificate of deposit (CD) other: _____ account located at _____ [Financial institution], identified by account number _____ shall be: (Check one)

- Retained by **Petitioner** in his/her name as his/her sole and exclusive property.
- Retained by **Respondent** in his/her name as his/her sole and exclusive property.
- Divided equally** between the parties.
- Divided** with _____% to Petitioner and _____% to Respondent.

D. All assets in the joint (Check one) saving checking money market certificate of deposit (CD) other: _____ account located at _____ [Financial institution], identified by account number _____ shall be: (Check one)

- Retained by **Petitioner** in his/her name as his/her sole and exclusive property.
- Retained by **Respondent** in his/her name as his/her sole and exclusive property.
- Divided equally** between the parties.
- Divided** with _____% to Petitioner and _____% to Respondent.

E. All assets in the joint (Check one) saving checking money market certificate of deposit (CD) other: _____ account located at _____ [Financial institution], identified by account number _____ shall be: (Check one)

- Retained by **Petitioner** in his/her name as his/her sole and exclusive property.
- Retained by **Respondent** in his/her name as his/her sole and exclusive property.
- Divided equally** between the parties.
- Divided** with _____% to Petitioner and _____% to Respondent.



F. The parties represent that there are no other joint bank or other financial accounts.

4. Personal Property. (Check one)

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 A.)

The parties agree to divide all of the personal property owned by them together, including household furnishings and furniture, not otherwise already divided ("Marital Property"), as provided below:

A. Petitioner shall retain the following item(s) of Marital Property as his/her sole and exclusive property:

- _____ [Item], \$ _____ [Value]
- _____ [Item], \$ _____ [Value]
- _____ [Item], \$ _____ [Value]

B. Respondent shall retain the following item(s) of Marital Property as his/her sole and exclusive property:

- _____ [Item], \$ _____ [Value]
- _____ [Item], \$ _____ [Value]
- _____ [Item], \$ _____ [Value]

C. The following item(s) of Marital Property shall be sold, and the net profits shall be divided (Check one) equally between the parties _____% to Petitioner and _____% to Respondent:

- _____ [Item], \$ _____ [Value]
- _____ [Item], \$ _____ [Value]
- _____ [Item], \$ _____ [Value]

D. Except as otherwise set forth above, the parties shall each keep and retain sole possession and ownership of all personal property, including jewelry, they currently possess. Each party shall waive any interest in the other's property.

E. The parties represent that there is are no other items of Marital Property to be distributed.

5. Vehicles. (Check one)

- There are NO vehicles to be divided.
- 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):

- Make: _____, Model: _____,
Color: _____, Year: _____
- Make: _____, Model: _____,
Color: _____, Year: _____

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):

- Make: _____, Model: _____,
Color: _____, Year: _____
- Make: _____, Model: _____,
Color: _____, Year: _____

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.

6. Outstanding Debts, Charge Accounts and Credits. (Check one)

Each party is responsible for his/her own debts. 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.

The parties agree to divide all debts and liabilities of the parties as provided below:

A. Petitioner will assume and hold harmless Respondent from the following debt(s):

- Debtor: _____, Creditor: _____,
Description: _____,
Account number: _____, Amount: \$ _____
- Debtor: _____, Creditor: _____,
Description: _____,
Account number: _____, Amount: \$ _____



B. Respondent will assume and hold harmless Petitioner from the following debt(s):

- Debtor: _____, Creditor: _____,

Description: _____,

Account number: _____, Amount: \$ _____

- Debtor: _____, Creditor: _____,

Description: _____,

Account number: _____, Amount: \$ _____

C. Except as otherwise set forth above, 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.

D. 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.

7. Pension and Retirement Plans and Annuities. (Check one)

The parties will not divide interests in pension and retirement plans. 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.

The parties agree to divide all retirement plans, pension plans, 401(k) plans, individual retirement accounts, defined contribution or benefit plans, or other employer-sponsored plans ("Retirement Accounts") as provided below:

A. Petitioner has the following Retirement Accounts:

- Financial institution: _____,

Account name: _____,

Account number: _____

Respondent shall have _____% of the vested interest in the above account.

- Financial institution: _____,

Account name: _____,

Account number: _____

Respondent shall have _____% of the vested interest in the above account.

B. Respondent has the following Retirement Accounts:

- Financial institution: _____,

Account name: _____,

Account number: _____

Petitioner shall have _____% of the vested interest in the above account.

- Financial institution: _____,

Account name: _____,

Account number: _____

Petitioner shall have _____% of the vested interest in the above account.



C. Except as otherwise set forth above, each party hereby waives and relinquishes any right he/she may have in the others Retirement Accounts.

8. 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: (Check one)

- With the year _____ [Year].
- 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 (Check one) Petitioner Respondent both parties equally.

9. Former Name. (Check one)

- The parties will NOT get a legal name change.
- Petitioner** shall be known by his/her former name of _____ and does hereby request any court considering this Agreement to order restoration of that name.
- Respondent** shall be known by his/her former name of _____ and does hereby request any court considering this Agreement to order restoration of that name.

10. 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.

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

12. 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.

13. 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.



14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Miscellaneous. _____

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

Second Witness Signature (date)

Second Witness Name

Second Witness Address

Second Witness City, State and Zip Code



NOTARY ACKNOWLEDGEMENT

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by the undersigned, _____, who is personally known to me or
satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

My Commission Expires: _____

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by the undersigned, _____, who is personally known to me or
satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Signature

Notary Public

My Commission Expires: _____



EXHIBIT A

