

**SEPARATION AGREEMENT**

This Separation Agreement, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“Spouse One”) residing at \_\_\_\_\_, and \_\_\_\_\_ (“Spouse Two”) residing at \_\_\_\_\_ Hereinafter may be collectively referred to as the “Parties.”

Now, Therefore, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are hereby made a part of this Agreement.

That Spouse One and Spouse Two were legally married in the city of \_\_\_\_\_, in the State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, and have continued to hold themselves out as married since. Because of irreconcilable differences and marital difficulties, the Parties have separated or will separate on \_\_\_\_\_ with the intention of remaining apart and separate.

The Parties have no children born during this marriage. Upon information and belief, the Wife is not now pregnant.

The children were born to the Parties as issue of their marriage, all of whom are now adult; no children were adopted by the parties, and the Wife is not now pregnant.

The Parties have \_\_\_\_ minor children together

<b>Child’s Full Legal Name</b>	<b>Gender</b>	<b>Date of Birth (mm/dd/year)</b>


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**CHILD CUSTODY**

All Terms of Child Custody, Visitation, Maintenance and Support are attached as **Exhibit A** to this Agreement (if applicable).

**LIVING SEPARATE AND APART**

The Parties may and shall live separate and apart, each free from all dominion, restraint and control by the other, whether direct or indirect, as fully as if unmarried. Each party may reside at such place or places as he or she may select unless otherwise stated herein.

**NO INTERFERENCE OR MOLESTATION**

Neither Party shall molest or interfere with the other nor compel or attempt to compel the other to cohabit or dwell with them, by any means, by legal action or otherwise.

**DIVISION OF PROPERTY**

The property, both real and personal, owned by either of the Parties at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation has previously been equitably divided and apportioned between them as follows:

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**SEPARATE PROPERTY**

Each Party shall retain, have and enjoy, independently of any claim, right or demand of the other party, all property of every kind, nature and description and wherever situated that is now owned or held or is in the future acquired by them, or stands in their own name.

**RELEASE OF ESTATE RIGHTS**

Each party releases all right to share in the estate of the other party, or to serve as personal representative of the estate of the other party, except only as provided by will or codicil executed after the date of this agreement.

**SUPPORT AND MAINTENANCE OF SPOUSE**

[Spouse One/Spouse Two] shall pay to [Spouse One/Spouse Two] as and for their necessary support and maintenance, and [Spouse One/Spouse Two] shall accept in full settlement and satisfaction of their right, claim and demand for such support, maintenance and alimony against [Spouse One/Spouse Two], the following amounts:

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**DEBTS AND OBLIGATIONS**

[ ] Each of the Parties shall pay all debts incurred by them after the date of this Agreement and shall indemnify the other party against liability for the same.

[ ] [Spouse One/Spouse Two] shall pay debts incurred by them or by [Spouse One/Spouse Two] or by the Parties jointly prior to the date of this agreement, including the following:

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[ ] [Spouse One/Spouse Two] represents that they have made a full disclosure to [Spouse One/Spouse Two] of all debts and obligations incurred by them and in their name prior to the date of this Agreement and that all such unpaid debts and obligations are included in the above list.

**ATTORNEY’S FEES**

Each of the Parties shall be solely responsible for any and all attorneys’ fees and Court costs incurred by them incident to the within proceedings. Each Party further covenants and agrees to save, indemnify, and hold the other harmless for any liability they may incur thereon.

**EFFECT OF DIVORCE OR DISSOLUTION OF MARRIAGE**

This Agreement shall not be construed in any measure as a consent to or condonation of a divorce in favor of either party or dissolution of marriage, but this Agreement shall not be a bar to an action for divorce or a proceeding for dissolution of marriage previously or in the future filed.

If a judgment or decree of divorce or dissolution of marriage is entered in any action or proceeding for the same, this Agreement and in particular the provisions for the custody and support of the children of the parties and, if applicable, for the support and maintenance of [Spouse One/Spouse Two] shall, if the court approves, be incorporated in, merged with, and become a part of such judgment or decree.

### **AMENDMENT AND CONSTRUCTION**

This Agreement may be amended by mutual agreement of the Parties at any time hereafter. Any such amendments shall be reduced to writing, dated, and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be effective to in any manner modify or waive any terms, covenants, or conditions of this Agreement.

### **GENERAL PROVISIONS**

- A. Each party shall execute all instruments necessary to carry out the terms of this Agreement.
- B. This instrument contains whole and entire the Agreement made by and between the parties and has been examined by each of them and is believed by them to be fair, just, and equitable with respect to each of them.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.
- D. It is expressly understood and agreed between the parties that in the event a Court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect.
- E. This Agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties hereto.
- F. This Agreement shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_.
- G. The provisions of this Agreement shall be nonmodifiable except as herein provided.
- H. The captions contained in this Agreement are for convenience only and are not intended to limit or define scope or effect of any provision of this Agreement.
- I. Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.

*[Signatures on Following Page]*

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and date first above written.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Spouse One's Signature

\_\_\_\_\_

Spouse Two's Signature

\_\_\_\_\_

Spouse One's Printed Name

\_\_\_\_\_

Spouse Two's Printed Name

**Exhibit A**  
**Child Custody**

[Spouse One/Spouse Two] shall have the sole care, custody and control of the above-referenced named children of the marriage and the named children shall reside with [Spouse One/Spouse Two]. Such care, custody and control shall continue with respect to each child until the child reaches majority or sooner becomes emancipated, subject, however, to the visitation provisions set forth in this agreement.

**PLACE AND CONDITION OF RESIDENCE**

[Spouse One/Spouse Two] shall not remove any of the unemancipated children to a permanent residence outside the State of \_\_\_\_\_ without [Spouse One/Spouse Two]'s prior written consent or prior approval of a court of competent jurisdiction on due hearing and notice.

[Spouse One/Spouse Two] and the children are now residing at:  
\_\_\_\_\_  
in the county of \_\_\_\_\_, in the State of \_\_\_\_\_.

[Spouse One/Spouse Two] shall at all times keep [Spouse One/Spouse Two] informed of the residential address of the children in their custody, and their location during vacation and holiday periods if they will be away from their normal residence for more than \_\_\_\_\_ days in succession.

**VISITATION RIGHTS**

[Spouse One/Spouse Two] shall have the right to visit the children, individually or together, at their place of residence with [Spouse One/Spouse Two] at reasonable times and at reasonable intervals; and to have the children, or any of them, accompany them from their place of residence at reasonable times and for reasonable periods provided that they shall not keep any of the children away from their residence later than \_\_\_\_\_ time of day on any such occasion, without [Spouse One/Spouse Two]'s prior consent.

[Spouse One/Spouse Two] shall have the privilege of having the children, or any of them, visit them at their residence and stay with them not more often than \_\_\_\_\_ number of times per calendar month on weekends and during holiday periods for not to exceed \_\_\_\_\_ hours.

During such periods when the children or any of them are with [Spouse One/Spouse Two] they may take them on short excursions as they may choose and they may desire, provided that they shall not without the prior consent of [Spouse One/Spouse Two]'s take them from this state.

[Spouse One/Spouse Two] shall make prior arrangements with [Spouse One/Spouse Two] for each such weekend or holiday visit at least \_\_\_\_\_ days prior to the commencement of the visit.

The rights of visitation expressed in this section shall not be exercised by [Spouse One/Spouse Two] at any time or in such a manner as to interfere with the education and normal social and school activities of any of the children.

The Parties may freely agree to any different arrangements for exercise of the visitation rights of [Spouse One/Spouse Two], from time to time, as future exigencies and the welfare of the children may require, but no such substitute or additional privilege shall be deemed to amend this Agreement, unless expressed in writing and signed by the Parties.

Each of the Parties shall at all times in good faith endeavor to maintain in all the children respect and affection for the other party.

**Other Visitation  
Guidelines &  
Agreements**



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## **Exhibit A**

### **Child Custody (Continued)**

#### **CONSULTATION CONCERNING EDUCATION, HEALTH AND WELFARE OF CHILDREN**

Notwithstanding [Spouse One/Spouse Two]'s general custody of the children, [Spouse One/Spouse Two] shall confer with the other from time to time with respect to the welfare of the children, or any of them, and particularly as to educational, health and disciplinary matters of a substantial nature, such as, by way of examples, during the serious illness or prior to a scheduled operation of any of the children, or in connection with the selection of a college for the higher education of any of the children.

It shall at all times be the objective of both Parties to decide all questions affecting each of their children in such manner as to promote the welfare, happiness and well-being of the children.

#### **SUPPORT AND MAINTENANCE OF CHILDREN**

[Spouse One/Spouse Two] shall pay to [Spouse One/Spouse Two] for the support, maintenance, care and education of each child in their custody in the amount of \$ \_\_\_\_\_ monthly child support per month, beginning on the date of \_\_\_\_\_.

On the occurrence of the first to occur of any of the following events with respect to each child, the obligation of [Spouse One/Spouse Two] to pay support for that child shall terminate at the end of the month in which such event occurs: (1) the death of the child; (2) the attainment of the child's twenty-first birthday; or (3) an emancipation event as defined in the next section.

The obligation of [Spouse One/Spouse Two] for support and maintenance of the children in the custody of [Spouse One/Spouse Two], as provided in this section, shall be separate from all other obligations contained in this agreement and shall continue as obligations of and charges against [Spouse One/Spouse Two]'s estate on their death, to the extent and for the period that such obligation shall be in force and effect at the time of their death.

#### **EMANCIPATION EVENTS**

For the purposes of this agreement, a child in the custody of [Spouse One/Spouse Two] shall become emancipated on the occurrence of any one of the following events:

- A. The valid marriage of the child;
- B. The full and permanent employment of the child gainfully and for a reasonable living wage, excluding vacation and seasonal employment of a temporary nature;
- C. The induction, enlistment or entry on active duty in the Armed Services of the United States for a term of service of not less than \_\_\_\_\_ years.



Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Spouse One's Signature

Spouse Two's Signature

\_\_\_\_\_

\_\_\_\_\_

Spouse One's Printed Name

Spouse Two's Printed Name

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

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

I, \_\_\_\_\_, a NOTARY PUBLIC in and for said County and State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day, that being informed of the contents of said SEPARATION AGREEMENT executed the same voluntarily on the day the same bears date. Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC, State at Large

My Commission Expires: \_\_\_\_\_

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

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

I, \_\_\_\_\_, a NOTARY PUBLIC in and for said County and State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day, that being informed of the contents of said SEPARATION AGREEMENT executed the same voluntarily on the day the same bears date. Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC, State at Large

My Commission Expires: \_\_\_\_\_

Witnesses:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_