

THIS AGREEMENT made this ___ day of _____, _____.

BETWEEN:

WIFE

(hereinafter referred to as "the Wife")

- and -

HUSBAND

(hereinafter referred to as "the Husband")

MATRIMONIAL PROPERTY AGREEMENT AND MINUTES OF SEPARATION AND SETTLEMENT

WHEREAS:

- A. The parties hereto are husband and wife having been married at the City of _____ in the Province of _____ on _____;
- B. The parties have been living separate and apart since on or about _____;
- C. There is/are _____ child/children of the marriage, who _____ is/are dependent on the Husband and Wife, namely:

(list names and birthdates)
- D. The parties hereto wish to resolve their differences by agreement concerning their property rights;
- E. Each party is fully advised and informed of the property, estate and prospects of the other party, and each party has been fully advised and informed by their respective solicitors of his or her respective rights and liabilities against and to the other and to and in the property or estate of the other;
- F. It is the intention and desire of the parties that there shall be a complete, final and effective settlement of their respective rights in and to the property of each other and the property held jointly by the parties, it being the intent that this Agreement shall constitute a full and final settlement as between the parties of all matters relating to the property, custody, access, maintenance, support and alimony of and for the child/children of the marriage;
- G. It is the intention of the parties that Part I of the *Matrimonial Property Act* of _____ shall not apply to their marriage and that this Agreement shall be deemed to be an Agreement pursuant to section ___ of that Act and the sole determinant of the division of the property now owned, used or enjoyed by either or both of them;
- H. The parties acknowledge that neither is under any duress or undue influence of the other and that each is voluntarily entering into this Agreement;
- I. This Agreement shall supersede all existing agreements which have been made between the parties.

NOW THEREFORE in consideration of the premises and of the mutual covenants, agreements and undertakings herein contained the Husband and Wife severally agree with each other as follows:

1. SEPARATION AND INTERFERENCE

The Husband and the Wife may, at all times hereafter, live separate and apart from each other as if each were unmarried, and may reside in such place or places and in such manner as each shall think fit, and neither will at any time hereafter require the other to live with him or her, and will not, in any way, molest, annoy, disturb or interfere with the other in his or her manner of living or otherwise, or interfere in any manner with his or her associates or friends.

2. MAINTENANCE AND PROPERTY SETTLEMENT

2.1 Wife's Support

Except as provided in this Agreement, the Wife hereby waives, relinquishes and releases the Husband from any and all claim or claims for alimony or maintenance that she may have against the Husband and any and all other claims or demands whatsoever which she has had, may have had, now has or hereafter can or may have against the Husband and shall not commence or prosecute or authorize or condone the commencement or prosecution on her behalf of any action or other proceeding of any nature or kind whatsoever for alimony, maintenance or support in any sum or sums whatsoever.

2.2 Husband's Support

The Husband hereby waives, relinquishes and releases the Wife from any and all claim or claims for alimony or maintenance that he may have against the Wife and any and all other claims or demands whatsoever which he has had, may have had, now has or hereafter can or may have against the Wife and shall not commence or prosecute or authorize or condone the commencement or prosecution on his behalf of any action or other proceeding of any nature or kind whatsoever for alimony, maintenance or support in any sum or sums whatsoever.

2.3 Disclosure of Assets

Both parties warrant that they have disclosed to the other the full nature and extent of his or her assets and liabilities.

THIS IS A 7-PAGE DOCUMENT INCLUDING AFFIDAVITS.