

SEPARATION AGREEMENT [FOR SAME-SEX COUPLE]

[insert name of Spouse 1], of _____ [address of Spouse 1], referred to as "Spouse 1" and _____ [insert name of Spouse 2], of _____ [address of Spouse 2], referred to as "Spouse 2", hereby agree as follows:

RECITALS:

A. The parties were married on the ____ day of _____, _____ at _____ [place of marriage].

B. The parties have _____ children who are as follows:

Name	Age	Date of Birth

C. Troubles have occurred between the parties, and they have agreed to live separate and apart from one another, and have lived apart since the ____ day of _____, _____, and intend to continue to live separate and apart according to the terms and conditions set out in this Agreement.

D. The parties' respective assets and liabilities are fully and accurately set out in Schedule "A" attached hereto and made a part of this Agreement.

E. The parties hereto intend this Agreement to be a final settlement of (i) their respective rights in and to property owned jointly and/or separately by them, and (ii) all issues of custody, access, guardianship and spousal support.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CUSTODY OF AND ACCESS TO CHILDREN

[If the children will live primarily with one custodial parent, use the following paragraph:]

1. The children shall continue to reside with [pick appropriate option: Spouse 1 / Spouse 2], and [Spouse 2 / Spouse 1] will be allowed reasonable and liberal access to the children, on the following terms:

(a) [set out the terms for access by the non-custodial parent]

[If the parents will share custody of the parents, use the following paragraph:]

1. Spouse 1 and Spouse 2 shall have joint custody of the children, on the following basis:

[set out how the children will split their time between the two parents' homes]

2. Spouse 1 and Spouse 2 have joint guardianship of the children.

3. Spouse 1 or Spouse 2 agree that neither of them shall obstruct the development and maintenance of love and affection between the children and the other parent. Neither parent will interfere with reasonable and proper companionship with the other parent, including reasonable communication by telephone, mail, email or other forms of verbal, written or electronic communication. Neither parent will do or say anything that may estrange any child from the other parent.

SUPPORT

4. [Spouse 1 / Spouse 2] shall pay to [Spouse 2/Spouse 1], as spousal support, the sum of _____ Dollars (\$_____) per month. The monthly spousal support payments will commence on _____ [insert date] and will continue each and every month thereafter for a period of _____ year(s) or until [Spouse 1 / Spouse 2] dies, remarries, or cohabits with another person in a common-law relationship, whichever shall occur first.

5. [Spouse 1 / Spouse 2] shall pay to [Spouse 2/Spouse 1] the sum of _____ Dollars (\$_____) per month (net of tax) for the maintenance and support of each of the couple's infant children. The monthly child support and maintenance payments will commence on _____ [insert date] and will continue each and every month thereafter for so long as each child of the marriage is under the age of eighteen (18) years of age, or, if a child is over 18 years, if such child is enrolled as a full-time student in an educational institution.

6. The monthly child support and maintenance payments set out in the foregoing paragraph are based on [Spouse 1's / Spouse 2's] Guideline income of \$_____. The parties agree that if [Spouse 1's / Spouse 2's] Guideline income should increase or decrease by more than _____%, the parties will amend this Agreement to reflect a new monthly payment amount based on such income change.

7. [Spouse 1 / Spouse 2] shall maintain additional medical and dental insurance coverage for the benefit of the children.

8. [Add additional provisions for any other amounts being paid for the benefit of the children.]

ASSUMPTION OF DEBTS

9. Spouse 1 shall assume the following debts and shall not hold Spouse 2 responsible for the same:

(a) [describe each debt, to whom it is owed and the balance due at the date the agreement is signed.]

10. Spouse 2 shall assume the following debts and shall not hold Spouse 1 responsible for the same:

(a) [describe each debt, to whom it is owed and the balance due at the date the agreement is signed.]

11. Neither party shall incur any further debts which may result in joint liability. In the event that either party incurs a debt on joint credit of the parties, that party shall be responsible for the total amount of that debt and shall indemnify and save harmless the other party of and from any and all liability for such debt.

12. Neither Spouse 1 nor Spouse 2 shall hereafter pledge the credit of the other or bind the other for debt.

TITLE TO ASSETS

13. Assets jointly owned by the parties shall be divided as follows: *[set out how the joint property will be divided – assets include vehicles, household items, bank accounts, stocks / bonds, RRSPs, recreation and revenue properties but NOT the matrimonial home.]*

Assets	Approximate Value	To Be Divided or Disposed of

14. Spouse 1 shall have exclusive title to the following assets:

Item	Approximate Value

15. Spouse 2 shall have exclusive title to the following assets:

Item	Approximate Value

16. If any debts are associated with the assets divided herein, the party receiving title to such asset shall assume the debt and hold the other party harmless from such debt.

17. Any jointly owned asset not specifically divided herein shall be subject to distribution at a later time.

THIS IS A 10-PAGE DOCUMENT, including schedules.