

SEPARATION AGREEMENT

_____ [insert name of husband], of _____ [address of husband], referred to as "Husband" and _____ [insert name of wife], of _____ [address of wife], referred to as "Wife", hereby agree as follows:

RECITALS:

- A. The parties were lawfully married on the ____ day of _____, _____ at _____ [place of marriage].
- B. The parties have children born of this marriage 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 HUSBAND AND WIFE 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 of the marriage shall continue to reside with [pick appropriate option: Husband / Wife], and [Wife / Husband] 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. Husband and Wife shall have joint custody of the children of the marriage, on the following basis:

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

2. Husband and Wife have joint guardianship of the children of the marriage.

3. Husband or Wife 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. [Husband / Wife] shall pay to [Wife/Husband], 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 [Husband / Wife] dies, remarries, or cohabits with another person in a common-law relationship, whichever shall occur first.

5. [Husband / Wife] shall pay to [Wife/Husband] the sum of _____ Dollars (\$_____) per month (net of tax) for the maintenance and support of each of the infant children of the marriage. 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 [Husband's / Wife's] Guideline income of \$_____. The parties agree that if [Husband's / Wife'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. [Husband / Wife] shall maintain additional medical and dental insurance coverage for the benefit of the children of the marriage.

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

ASSUMPTION OF DEBTS

9. Husband shall assume the following debts and shall not hold Wife 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. Wife shall assume the following debts and shall not hold Husband 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 Husband nor Wife shall hereafter pledge the credit of the other or bind the other for debt.

THIS IS A 10-PAGE DOCUMENT, including schedules.