

SEPARATION AGREEMENT

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This Separation Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SPOUSE 1 LEGAL NAME], residing at [SPOUSE 1 ADDRESS] ("**Spouse 1**"); and

[SPOUSE 2 LEGAL NAME], residing at [SPOUSE 2 ADDRESS] ("**Spouse 2**").

Spouse 1 and Spouse 2 are each a "**Party**" and together the "**Parties**" or the "**Spouses**."

Recitals. The Parties were lawfully married on [MARRIAGE DATE] in [CITY, STATE]. Irreconcilable differences have arisen, and the Parties have decided to live separate and apart. The Parties wish to settle, fully and finally, all questions relating to property, debts, support, and (if applicable) the children of the marriage, and to avoid future disputes. Each Party has made a full disclosure of assets, liabilities, and income, and each has had the opportunity to consult independent legal counsel. In consideration of the mutual promises below, the Parties agree as follows.

1. Separation and Independent Living

1.1 Separation. The Parties have separated or will separate as of [SEPARATION DATE] and will live separate and apart. Each Party may reside where that Party chooses, free from interference, authority, or control by the other.

1.2 Conduct. Each Party will conduct that Party's personal and financial affairs independently. Neither Party will molest, harass, or interfere with the other, and neither will represent that the other remains responsible for the Party's debts or conduct after the Separation Date.

1.3 Relationship to divorce. This Agreement [IS / IS NOT] intended to be incorporated or merged into a future judgment of divorce or dissolution. If incorporated, the Parties intend that its terms survive or merge as stated in Section 8 and as permitted by applicable law.

1.4 Defined terms. "**Separate Property**" and "**Marital Property**" have the meanings given in Sections 3 and 4, and "**Children**" means the children identified in Section 6, if any.

2. Financial Disclosure

2.1 Disclosure. Each Party has provided the other with a written statement of assets, liabilities, and income, attached as **Schedule A** (Spouse 1) and **Schedule B** (Spouse 2).

2.2 Reliance. Each Party relies on the other's disclosure as materially complete and accurate. A knowing and material concealment of a significant asset, liability, or income source may render this Agreement voidable by the other Party to the extent permitted by law.

2.3 **Sufficiency.** Each Party acknowledges that the disclosure is sufficient for the purposes of this Agreement and, subject to Section 2.2, waives further discovery.

3. Division of Property

3.1 **Separate Property.** Each Party retains as that Party's sole and separate property the assets identified as separate on that Party's schedule, free of any claim by the other.

3.2 **Allocation of marital assets.** The Parties allocate their marital and jointly titled property as follows: Spouse 1 receives [DESCRIBE ASSETS]; Spouse 2 receives [DESCRIBE ASSETS]. Each Party will execute the documents reasonably necessary to transfer title consistent with this allocation.

3.3 **Real property.** With respect to the marital residence at [RESIDENCE ADDRESS], the Parties agree: [SELL AND DIVIDE NET PROCEEDS [EQUALLY / AS FOLLOWS] / ONE PARTY RETAINS AND REFINANCES BY [DATE] AND PAYS THE OTHER [AMOUNT] / OTHER].

3.4 **Personal property and accounts.** Bank, retirement, and investment accounts are divided as stated on **Schedule C**. Household goods and personal effects are divided as the Parties have agreed; items in a Party's possession are presumed that Party's unless listed on Schedule C.

3.5 **Cooperation.** Each Party will sign deeds, titles, beneficiary changes, and other documents, and take other reasonable steps, to carry out the division in this Section, including any qualified order needed to divide retirement accounts.

4. Allocation of Debts

4.1 **Responsibility.** Spouse 1 will be solely responsible for the debts listed on **Schedule D-1**, and Spouse 2 will be solely responsible for the debts listed on **Schedule D-2**. Each Party will hold the other harmless from the debts that Party assumes.

4.2 **Indemnification.** If a creditor pursues one Party for a debt the other Party assumed under this Agreement, the assuming Party will indemnify and reimburse the other for amounts paid, including reasonable costs of collection. This Agreement does not bind third-party creditors, who retain whatever rights they have against either Party.

4.3 **No new joint debt.** After the Separation Date, neither Party will incur debt in the other's name or on any joint account, and each Party will take reasonable steps to close or separate joint accounts.

5. Spousal Support

5.1 **Support terms.** Spousal support is resolved as follows: [NO SUPPORT — BOTH PARTIES WAIVE / SPOUSE [1/2] WILL PAY SPOUSE [2/1] \$[AMOUNT] PER [MONTH] FOR [DURATION] / OTHER].

5.2 **Modification.** Any support stated in Section 5.1 [IS / IS NOT] modifiable on a showing of a substantial change in circumstances, to the extent applicable law permits the Parties to so agree.

5.3 **Termination.** Unless stated otherwise, support terminates on the death of either Party, the remarriage or qualifying cohabitation of the recipient, or the end of the stated duration, whichever occurs first.

5.4 **Acknowledgment.** Each Party understands that a waiver or limitation of support may significantly affect that Party's finances and agrees to it voluntarily.

6. Children, Custody, and Support

6.1 Children. The Parties have the following minor children: **[CHILD NAME(S) AND DATE(S) OF BIRTH, OR STATE "NONE"]**. If there are no minor children, Sections 6.2 through 6.5 do not apply.

6.2 Custody and parenting time. Legal custody will be **[JOINT / SOLE TO SPOUSE __]** and physical custody / parenting time will follow the schedule in **Schedule E**, all subject to court approval and the best interests of the Children.

6.3 Child support. Child support will be paid as follows: **[SPOUSE __ PAYS \$[AMOUNT] PER MONTH, CONSISTENT WITH APPLICABLE STATE GUIDELINES]**. Child support is subject to court review and the applicable child-support guidelines of **[STATE]**, which the Parties cannot waive to a child's detriment.

6.4 Healthcare and expenses. Responsibility for the Children's health insurance, uninsured medical costs, childcare, and education expenses is allocated as stated in **Schedule E**.

6.5 Court authority preserved. The Parties understand that a court retains authority over custody and support of the Children, that those terms are always subject to the best-interests standard, and that the Parties cannot bind the court to terms contrary to a child's welfare.

7. Mutual Release of Claims

7.1 Release. Except for the obligations created by this Agreement, each Party releases the other from all claims, demands, and obligations of any kind arising out of the marriage or the marital relationship, whether known or unknown, through the Effective Date.

7.2 Estate rights. Except as otherwise provided in this Agreement or in a later writing, each Party waives any right to take from the other's estate by intestacy, elective share, or as a beneficiary by reason of the marriage, to the extent permitted by law, and each may dispose of that Party's estate freely.

7.3 Survival of release. This release survives any reconciliation only if the Parties so agree in a signed writing; absent such a writing, a genuine reconciliation may affect the Agreement as provided by applicable law.

8. General Provisions

8.1 Governing law. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. Separation and the related treatment of property, support, and children are governed by state-specific law that varies substantially.

8.2 Voluntary execution and counsel. Each Party has had the opportunity to consult independent counsel, understands this Agreement, and signs it freely and voluntarily, without duress or undue influence.

8.3 Incorporation into judgment. If the Parties later divorce, they intend that this Agreement be presented to the court and, as stated in Section 1.3, be incorporated into the judgment to the extent the court approves and applicable law permits.

8.4 Severability. If any provision is held unenforceable, the rest remains in effect and the provision will be modified to the minimum extent necessary.

8.5 Amendment. This Agreement may be amended or revoked only by a writing signed by both Parties with the same formalities as this Agreement.

8.6 Entire agreement. This Agreement, with its schedules, is the entire agreement between the Parties on its subject and supersedes prior understandings.

8.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and, where permitted for marital agreements under applicable law, by electronic signature, each of which is an original. The

Parties should confirm whether local law requires notarization or acknowledgment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SPOUSE 1

SPOUSE 2

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

Acknowledgment / Notary (if required by **[STATE]):**

State of **[STATE]**, County of **[COUNTY]**. On **[DATE]**, before me personally appeared the above-named Parties, who acknowledged that they signed this Agreement voluntarily.

Notary Public: _____ My commission expires: **[DATE]**

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