

## Separation Agreement

On this day, \_\_\_\_\_, \_\_\_\_\_ (hereafter "Spouse 1"), of \_\_\_\_\_, born on \_\_\_\_\_, and \_\_\_\_\_ (hereafter "Spouse 2"), of \_\_\_\_\_, born on \_\_\_\_\_, both being of sound mind, hereby swear that the following contract serves as a fair and equitable agreement regarding the dissolution of their marriage and the division of their mutual property and assets.

1. Spouse 1 and Spouse 2 were married \_\_\_\_\_ at \_\_\_\_\_, and are seeking divorce as of \_\_\_\_\_ due to irreconcilable differences. There is no possibility of reconciliation.
  
2. Both parties verify that they have been residing at \_\_\_\_\_ for \_\_\_\_\_, under jurisdiction of \_\_\_\_\_.
  - a. \_\_\_\_\_ shall continue residing at this location and shall be the sole responsible party for meeting the terms of the mortgage/rent as of \_\_\_\_\_.
  - b. \_\_\_\_\_ shall find new accommodations no later than \_\_\_\_\_ and shall be responsible for current mortgage/rent responsibilities according to the following plan until \_\_\_\_\_:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. Spouse 1 and Spouse 2 have \_\_\_\_\_ children together, born \_\_\_\_\_. They are expecting \_\_\_\_\_ child(ren) on \_\_\_\_\_.

a. \_\_\_\_\_ shall have sole/main custody **OR** Spouse 1 and Spouse 2 shall have equal custody.

b. Spouse 1 shall have custody of children on \_\_\_\_\_ and/or visiting rights on \_\_\_\_\_.

c. Spouse 2 shall have custody of children on \_\_\_\_\_ and/or visiting rights on \_\_\_\_\_.

d. Should any changes or challenges arise to this custody arrangement, both parties agree to work together to find a reasonable and fair solution.

4. Both parties verify that they have fully disclosed all separate and mutual property, assets, inheritance, credit, debts, liens, and loans.

a. Spouse 1 has an income of \_\_\_\_\_. Spouse 2 has an income of \_\_\_\_\_.

b. Spouse 1 will be the sole owner of the following property, assets, and inheritance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

c. Spouse 2 will be the sole owner of the following property, assets, and inheritance:

---

---

---

---

---

---

---

---

d. Spouse 1 and Spouse 2 will divide or share the following mutual property, assets, and inheritance:

---

---

---

---

---

---

---

---

e. Spouse 1 will be solely responsible for the following debts, liens, and loans:

---

---

---

---

---

---

---

---

f. Spouse 2 will be solely responsible for the following debts, liens, and loans:

---

---

---

---

---

---

---

---

g. Spouse 1 and Spouse 2 will be mutually responsible for the following debts, liens, and loans, according to an agreed-upon payment plan:

---

---

---

---

---

---

---

---

---

---

5. \_\_\_\_\_ will pay \_\_\_\_\_ alimony in the amount of \_\_\_\_\_ per month for the purpose of \_\_\_\_\_

---

---

---

---

---

---

---

---

---

---

\_\_\_\_\_ until \_\_\_\_\_ or until \_\_\_\_\_ The court system {will/will not} have the power to maintain, compel, or manage alimony payments between the two parties.

- Both parties agree to address all future disputes in good faith and make every attempt to negotiate to a peaceful resolution before involving the court.

IN WITNESS WHEREOF, the party has signed this Agreement as of the date first set forth above.

---

Name, Date

---

Name, Date