

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the "Agreement") dated this _____ of _____, _____

BETWEEN:

of _____

-and-

of _____

BACKGROUND:

A. _____ and _____ (collectively the "Parties" and individually a "Party") were lawfully married on _____, in _____

_____. Due to certain differences that have developed between the Parties, they agree to live separate and apart from each other, subject to the terms and conditions in this Agreement.

B. The Parties have made complete, fair and accurate disclosure to each other on all financial matters reflected in this Agreement.

C. The terms of this Agreement are intended to settle the matters addressed and may be incorporated into a final decree of divorce, unless specific matters are amended or addressed in a subsequent separation agreement.

D. The Parties have each voluntarily entered into this Agreement and have not been forced by anyone to sign this Agreement, and both the Parties confirm that they are in sound mental health.

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

LIVING SEPARATE AND APART

1. The Parties will, from the date of execution of this Agreement, live separate and apart from each other. Neither Party will attend the other's living space or work without invitation or approval.

CHILDREN

2. There are no children of the marriage. Furthermore, neither Party is pregnant and the Parties have not adopted any children.

SPOUSAL SUPPORT

3. _____ will pay spousal support in the amount of _____ weekly to _____ until such time as _____ remarries or cohabits with another person in a common-law relationship or dies, whichever will come first. Spousal support payments will commence on _____ and will be paid on the Friday of each and every week.

ASSETS

4. The Parties acknowledge that they have agreed upon a division of all assets, owned or possessed by them as marital property or separate property. The Parties are in possession of all of those assets to which each is respectively entitled. Accordingly, neither makes any claim to any assets in the possession of the other.

DEBTS

5. The Parties agree that any indebtedness secured against, or attributable to, any item of property that either Party is receiving under this Agreement will be the sole responsibility of the Party receiving the particular property.
6. Neither Party will incur any further debt or liability on the other Party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual Party, regardless if the debt was incurred as a result of joint credit.

COMMUNITY PROPERTY RELEASE

7. The Parties covenant and agree that they are aware of the community property laws of the State of California and it is their intention that the community property laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the community property laws of the State of California and to make a full and final

settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

ESTATE AND TESTAMENTARY DISPOSITION

8. The Parties renounce all rights each might have in or to the administration of the other's estate whether under any law of the State of California, or any State or Commonwealth or District of United States of America, or any country in which any part of the estate of the other may be situated and further waive and release the other from any and all rights of every kind, nature, and description that each may acquire as a spouse or a surviving spouse in the property, assets, or estate of the other.

PENSION RELEASE

9. Except as otherwise provided in this Agreement, the Parties waive and relinquish any and all rights or claims, in law or in equity, to apply to split or in any way share or claim any interest whatsoever, now or at any future time, in IRAs, 401(k) plans, or any defined contribution plan, defined benefits plan, retirement plan or pension, savings plan, or profit sharing plan of any type available through employment, or any benefits thereof, which the other Party presently has or may acquire in the future.

GENERAL RELEASE

10. Each Party releases all claims whatsoever and however arising, whether under the laws of the State of California or any other jurisdiction, including and without limiting the generality of the foregoing, whether arising by statute or at common law and including actions founded on constructive trust, resulting trust or unjust enrichment, which such Party may now or hereafter have or acquire or be entitled to against the property of the other Party, however and whenever acquired, including and without limiting the generality of the foregoing, real property, personal property, any income from such property or assets of the other Party and any increase in the value of such property, or against the estate of the other Party, but if any such action should be brought the provisions of this Agreement may be pleaded as an answer to any claim asserted and will constitute a full and complete defense thereto.

GENERAL PROVISIONS

11. The Parties will promptly sign and give to the other all documents necessary to give effect to the terms of this Agreement.

12. This Agreement contains the entire agreement between the Parties about their relationship with each other. It replaces any earlier written or oral agreement between the Parties.
13. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.
14. The Parties may only amend this Agreement in writing after both Parties have obtained legal advice on the changes.
15. In the event that a dispute arises regarding this Agreement, the Parties will try to resolve the matter through negotiation or mediation, prior to initiating a court action.
16. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.
17. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.
18. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each terms of this Agreement.
19. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.
20. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.
21. If the Parties reconcile, the terms of this Agreement will remain in effect unless the Parties revoke it in writing.
22. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.
23. The law of the State of California will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this ____ day of _____, _____

SIGNED by _____

In the presence of:

WITNESS

WITNESS

SIGNED by _____

In the presence of:

WITNESS

WITNESS