

**SEPARATION AGREEMENT**

This Agreement dated \_\_\_\_\_ between \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_  
 (hereinafter Husband) and \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter Wife).

**Statement of Facts**

- 1) Husband and Wife were married on \_\_\_\_\_ at \_\_\_\_\_
- 2) Husband and Wife have \_\_\_\_ children. \_\_\_\_ of the children are of age and independent. The following are minor children of the marriage of the Husband and Wife:

*(Name and date of birth of minor children)*

- 3) Husband and wife have been living apart since \_\_\_\_\_.
- 4) This Agreement is made to settle all claims of the Wife against the Husband and Husband against the Wife; to provide for the support and maintenance of the Wife (and her minor children); and to settle all other matters which should be resolved in view of the proposed divorce.

Accordingly, the Husband and Wife agree:

**I. Division of Property**

- 1.1. The Husband will arrange for the transfer to the wife of \_\_\_\_\_  
*(list personal property)*

\_\_\_\_\_ now held jointly.

- 1.2. The wife will arrange for the transfer to the Husband of \_\_\_\_\_  
*(list personal property)*

\_\_\_\_\_ now held jointly.

- 1.3. The husband will convey to the Wife all his right, title and interest in \_\_\_\_\_ and buildings and structures thereupon, such property which is now held jointly.

- 1.4. The wife will convey to the Husband all her right, title and interest in \_\_\_\_\_, and buildings and structures thereupon, such property which is now held by Husband and Wife as tenants in the entirety.

- 1.5. The Husband and Wife will acknowledge that they have transferred all remainder of their other real, personal and intangible property to their mutual satisfaction.

## II. Alimony

2.1. Beginning as of the date of this agreement and continuing until the death of either party, or the remarriage of the Wife following a dissolution of their marriage, whichever shall first occur, the Husband shall pay to the Wife as alimony \$\_\_\_\_\_ per week, payable by mailed check every Friday.

2.2. Increases in the Consumer Price Index, as defined below, shall be taken into account in determining increases in the payments described in the preceding paragraph and in Article II as follows:

- (a) If the Consumer Price Index for November of any year following the date hereof exceeds such Index for the prior November by 5% or more, the monthly payments shall be correspondingly increased (rounded to the nearest whole dollar) commencing in the month next following publication of the Index by the Bureau of Labor Statistics.
- (b) Annual increases in the Index which are less than \_\_\_\_\_% shall be aggregated so that in the November when such aggregate increases equal at least \_\_\_\_\_% the foregoing adjustment in monthly payments shall be made.
- (c) For purposes of this provision the Consumer Price Index is defined as the Index for all urban consumers in \_\_\_\_\_, \_\_\_\_\_ for all items calculated on the basis of the then current official index base.

2.3. As security for the payments provided in Article II and Article III below, the Husband will maintain a deposit of \$\_\_\_\_\_ in a savings account in the joint names of the Husband and the Wife, which the Wife may draw upon in the event of any default in the foregoing payments. Interest thereon shall be payable as it accrues to the Husband. The Wife shall notify the Husband promptly upon making any withdrawal from this account. If the Wife makes a withdrawal which is not for the purpose of remedying such default, the Husband may withhold the amount thereof from the next payment due under this Article III. The wife shall hold the passbook.

## III. Custody, Visitation and Child Support

(provision should be omitted if no minor children)

3.1. The Wife shall have custody of the minor children of the marriage,  
\_\_\_\_\_.

3.2. The Husband shall have the right to visit with \_\_\_\_\_ at all reasonable times as the parties may agree.

3.4. The Husband shall pay to the Wife for support of \$\_\_\_\_\_ per week, payable by mailed check every Friday. This support shall continue until \_\_\_\_\_ shall have married, graduated from a four-year college or have reached the age of twenty-two, whichever occurs first.

3.5. The Husband and the Wife agree that a college education for \_\_\_\_\_ is of paramount importance. The Husband shall bear the cost of \_\_\_\_\_'s college education. Such cost shall consist of tuition fees, board and room and a reasonable living allowance to be agreed upon between the parties.

#### IV. Medical Expenses

4. The Husband will continue to carry a group policy of medical insurance including coverage for the Wife so long as such insurance is available. He shall continue such coverage for minor children of the marriage for so long as she is entitled to receive support under Article III. If such coverage becomes unavailable he will pay to the Wife as additional alimony an amount equal to the premiums on major medical insurance to be carried by the Wife, for her benefit and for each minor child and the Wife agrees to subscribe to group insurance for this purpose if such coverage is available. The Husband will pay to the Wife her medical and dental expenses in excess of \$\_\_\_\_\_ per year which are not covered by the above-mentioned insurance. Such payments on behalf of each minor child shall be made for as long as \_\_\_\_\_ is entitled to support under Article III.

#### V. Protection if the Husband Dies

5. The Husband shall maintain a life insurance policy in an amount no less than \$\_\_\_\_\_, with the Wife named as beneficiary thereof. The Wife shall be the owner of the policy and shall hold it in her keeping.

#### VI. Income Taxes

6.1. The Husband shall pay any deficiency with respect to income reported in any joint income tax return filed by the Husband and Wife and shall divide equally with the Wife any refund with respect to any such return.

6.2. The Husband and Wife may file joint federal income tax returns for any year in which this continues to be permissible. As to any such return the Wife shall pay as her amount of the tax either (i) her proportionate share thereof, based on the ratio which her taxable income bears to the total taxable income, or (ii) an amount equal to the tax upon her income if she were married filing separately, whichever is less.

### **VII. Miscellaneous Financial Provisions**

7.1. Any payment due to the Wife on account of alimony under Article II shall be prorated for the month in which the death or remarriage of the Wife or the death of the Husband occurs.

7.2. The Husband shall pay the reasonable counsel fees of the Wife in connection with the negotiation and preparation of this agreement and any divorce proceedings which may ensue between them.

7.3. The Wife agrees that (i) she will not hereafter make any demands or claims upon the Husband or his estate for her care, support or maintenance, other than as provided in this agreement; (ii) at the date of this agreement there are no outstanding bills incurred by her which are the obligation of the Husband; and (iii) she will not hereafter pledge, or attempt to pledge, the credit of the Husband.

### **VIII. Modification**

8.1. This agreement constitutes the entire understanding of the parties, and no provision of this agreement shall be changed or modified except by an instrument in writing signed by both parties or as expressly agreed herein.

8.2. The payment provision of Articles II and III may be renegotiated at the request of either party in the event of an adverse change in circumstances of either Husband or Wife so substantial as to make the enforcement of the provision of this agreement as originally written unfair and inequitable. In no event shall the remarriage of the Husband be considered such a change.

### **IX. Effectiveness of this Agreement**

9.1. Except to enforce the obligations set forth in this agreement, or to prosecute and defend the divorce complaint, neither the Husband nor the Wife will commence any further legal proceedings against the other or the other's estate, and each agrees to make no claim against the estate of the other to enforce any statutory rights, such as dower, courtesy or homestead or as a statutory heir, and each agrees that the other may make a will and dispose of his or her property as if he or she were unmarried.

9.2. The Husband's and Wife's respective rights and obligations under paragraphs 5, 6.1, 7.3 and 9.1 shall survive their respective deaths and shall be enforceable against their respective estates, but in all other respects this agreement shall have no further effect upon the death of either party, except as to payments and obligations then in arrears or in default.

**X. General**

**10.1.** The Husband and the Wife will provide such information, execute such documents and perform such other actions as may be reasonably necessary to carry out the provisions of this agreement.

**10.2.** The Husband and the Wife have incorporated in this agreement their entire understanding, superceding any and all oral statements or prior written matter, extrinsic to this agreement, the same which shall have no force or effect. Neither the Husband nor the Wife is relying on any representations other than those expressly set forth herein.

**10.3.** The Husband and the Wife declare that each has had independent legal advice by counsel of his or her own selection; that each fully understands the facts and has been fully informed of all legal rights or liabilities; that after such advice and knowledge, each believes the agreement to be fair, just and reasonable; and that each signs the agreement freely and voluntarily.

**10.4.** At the hearing on any divorce complaint this agreement shall be filed in court, incorporated in the judgment of divorce, and shall be merged in the judgment.

This agreement has been executed in triplicate and shall take effect as a sealed instrument.

\_\_\_\_\_  
\_\_\_\_\_

(State) \_\_\_\_\_

(County) \_\_\_\_\_, ss. (date) \_\_\_\_\_

*Then appeared the above-named \_\_\_\_\_ and  
(name of husband)  
acknowledged that he executed the foregoing as his free act and deed, before  
me.*

\_\_\_\_\_

*Notary Public*  
My Commission Expires:

(State) \_\_\_\_\_

(County) \_\_\_\_\_, ss. (date) \_\_\_\_\_

Then appeared the above-named \_\_\_\_\_  
(name of wife)  
and acknowledged that she executed the foregoing as her free act and deed,  
before me.

\_\_\_\_\_  
Notary Public

My commission expires: