SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is made between _____, of _____, and _____, of _____ (each a "Spouse" and together the "Spouses"). It takes effect on the date the last Spouse signs it.

This Agreement is a contract between the Spouses. It is not a court order, and it does not end the marriage.

1. BACKGROUND

The Spouses were married on _____ in _____. They separated, or will separate, on _____ (the "Separation Date").

Purpose (check one): [ ] a trial separation while the Spouses consider their marriage; [ ] settling all issues before a divorce; [ ] a long-term or legal separation.

From the Separation Date, each Spouse may live apart from the other and will not harass, threaten or interfere with the other.

2. CHILDREN

Minor children of the Spouses (names and dates of birth), or "none": _____ _____.

The children will live (check one): [ ] with each Spouse about equally; [ ] mainly with _____. Major decisions about education, health care and religion will be made (check one): [ ] jointly; [ ] by _____, after consulting the other Spouse. Parenting schedule: _____.

_____ will pay _____ child support of $_____ per month. The amount under the state child support guidelines would be $_____ per month. Reasons for any difference: _____.

_____ will keep the children on health insurance. Uncovered medical, child care and school costs will be shared (check one): [ ] equally; [ ] in proportion to income.

Terms about the children are subject to the approval of a court, which decides them in the children's best interests and may change them.

3. PROPERTY AND THE FAMILY HOME

_____ keeps as sole property: _____ _____.

_____ keeps as sole property: _____ _____.

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Each Spouse also keeps property owned before the marriage and gifts and inheritances. Unlisted personal property goes to the Spouse who has it; unlisted titled assets go to the Spouse whose sole name they are in; other jointly held assets are divided equally.

The home at _____ (check one): [ ] is kept by _____, who will pay the other Spouse $_____ and refinance the mortgage within 180 days; [ ] will be sold and the net proceeds divided equally; [ ] will be lived in by _____ for now, with ownership decided later.

4. RETIREMENT, DEBTS AND TAXES

Retirement accounts and pensions (check one): [ ] each Spouse keeps his or her own; [ ] the part earned from the marriage to the Separation Date is divided equally, by court order where a plan requires one. Survivor rights in an employer plan can be waived only on the plan's own consent form, signed before a notary or plan representative.

Each Spouse pays the debts in his or her own name. _____ will also pay: _____. _____ will also pay: _____. Joint credit accounts will be closed to new charges within 30 days.

Income tax returns while still married (check one): [ ] joint, if it saves tax, with any tax or refund shared by income; [ ] separate.

5. SPOUSAL SUPPORT AND RIGHTS AT DEATH

Spousal support (check one): [ ] each Spouse gives up spousal support; [ ] _____ will pay _____ $_____ per month for _____; [ ] left to a court to decide. If a court finds these terms unenforceable, it may award only the support needed to avoid that result.

Inheritance rights as a surviving spouse (check one): [ ] each Spouse gives them up, but may still leave gifts by will or beneficiary designation; [ ] each Spouse keeps them for now.

6. RECONCILIATION, COURT AND GENERAL TERMS

If the Spouses reconcile (check one): [ ] this Agreement ends; [ ] the support and living-apart terms end, but the property division stays.

If either Spouse files for divorce or legal separation, the Spouses will ask the court to (check one): [ ] make this Agreement part of the judgment and keep it as a contract too; [ ] make it part of the judgment only; [ ] approve it as a separate contract.

Each Spouse made a full disclosure of income, property and debts, signs voluntarily, and was told of the right to a separate lawyer. First Spouse's lawyer: _____. Second Spouse's lawyer: _____.

This Agreement is governed by the law of the State of _____. It is the complete agreement between the Spouses on its subject and may be changed only by a signed writing. If a court finds any part unenforceable, the rest stays in effect.

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Note: signing rules differ by state. North Carolina and New York require each spouse to acknowledge the agreement before a notary, and some states require witnesses. Check your state's rules before you sign.

SIGNATURES

Spouse

Signature: _____ Date: _____

Printed Name: _____

Spouse

Signature: _____ Date: _____

Printed Name: _____

NOTARY ACKNOWLEDGMENT

State of _____, County of _____. On _____, before me personally appeared _____ and _____, who proved to me through satisfactory evidence of identity to be the persons whose names are signed on this Separation Agreement, and who acknowledged signing it voluntarily.

Notary Public: _____ My commission expires: _____

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