

SEPARATION AGREEMENT

This agreement is made and executed by and between

_____ referred to below as "Husband," and

_____ referred to below as "Wife."

The parties to this Agreement were lawfully married on _____(date) in the City of _____, in the State of _____.

The parties have, as of _____(date), ceased to live together as husband and wife and have done so with the intention of remaining separate and apart, without reconciliation.

Children

- The parties have no children born of the marriage.
- The parties have _____ children together:

Name (first, middle, last)

Date of Birth

Legal Custody of the above-named minor child(ren) is awarded to:

- Husband
- Wife
- Husband and Wife, jointly. As joint legal custodians, the parties shall together make every major decision involving the child.

Physical Custody of the above-named minor child(ren) is awarded to:

- Husband with a visitation/time-sharing schedule to Wife as described below.
- Wife with a visitation/time-sharing schedule to Husband as described below.

Tax Benefits. The parties may by mutual agreement file income tax returns using the tax status "married filing jointly."

If the parties file separate tax returns, the following provisions shall apply:

1. The party entitled to claim the **child's dependency exemption and child tax credit** shall be
 - the party with physical custody of the child
 - the non-custodial parent. The custodial parent agrees to execute tax form 8332 releasing the exemption right to the non-custodial parent.

2. Alimony

- No portion of Family Support shall be designated as alimony.
- \$_____ of the monthly Family Support agreed to herein above shall be designated as alimony. The difference shall be designated as child support. The parties understand that alimony is tax deductible by the payer and must be included in the other spouse's income.

Insurance & Health.

- Husband
- Wife

shall do the following to preserve benefits which the spouse and/or children are currently receiving:

1. maintain medical and dental insurance for the benefit of the
 - spouse
 - child(ren).

Any additional medical and dental expenses not covered by insurance shall be paid _____% by Husband and _____% Wife.

Exclusive Use of Residence. Prior to their separation, the parties resided together at

- Husband is awarded the sole and exclusive use of said premises. Wife shall not enter the premises except by invitation of Husband. Wife shall turn over any house keys, mailbox keys, and garage opener belonging to the premises to Husband. Wife further

agrees not to give notice to the landlord to vacate or otherwise interfere with Husband's use of the premises until the lease expires or Husband voluntarily vacates, whichever occurs first.

Wife is awarded the sole and exclusive use of said premises. Husband shall not enter the premises except by invitation of Wife. Husband shall turn over any house keys, mailbox keys, and garage opener belonging to the premises of Wife. Husband further agrees not to give notice to the landlord to vacate or otherwise interfere with Wife's use of the premises until the lease expires or Wife voluntarily vacates, whichever occurs first.

Property. The parties have agreed to the following terms regarding bank savings, checking, credit union accounts, and securities (stocks, bonds, mutual funds, etc.):

- There are none.
- Each is awarded those titled in their name alone.
- Husband is awarded:

Wife is awarded:

Vehicles. The parties have agreed to the following terms regarding their vehicles (autos, trucks, motorcycles, trailers, campers, boats, etc.):

- There are no vehicles.
- Each is awarded those titles in their name alone.
- Husband shall retain sole and complete possession of:

- There is a loan securing said vehicle. Husband/Wife (circle one) agrees to pay and be responsible for the full outstanding balance of the loan and to defend, indemnify, and save the other party harmless from any suit or claim asserted against him/her on account of any said debt.
- Necessary transfer documents shall be signed no later than 45 days following the signing of this agreement.

- Wife shall retain sole and complete possession of:

- There is a loan securing said vehicle. Wife/ Husband (circle one) agrees to pay and be responsible for the full outstanding balance of the loan and to defend, indemnify, and save the other party harmless from any suit or claim asserted against him/her on account of any said debt.
- Necessary transfer documents shall be signed no later than 45 days following the signing of this agreement.

Assets. The parties have agreed to the following terms regarding all other assets (Personal belongings, Furniture, Household Effects, Art, Stamps, Coins, Tools, Equipment, Jewelry, Accounts Receivables, Investment Assets, Business Assets, Cemetery Plots or Niches, Tax Refunds Due, etc.):

- Each party is awarded the personal belongings and the household effects in his/her possession.

Husband is awarded: _____

_____.

Wife is awarded: _____

_____.

Debts. The parties have agreed to the following terms regarding all outstanding debts:

- There are no joint debts.
- Each party shall pay all of the credit card and other debt, if any, now in his/her name alone.
- Husband shall pay:

_____.

Wife shall pay: _____

Powers of Attorney

All powers of attorney issued by either party shall remain in full force and effect.

The parties acknowledge that, regarding powers of attorney, any principal/agent relationship is hereby terminated. All powers of attorney issued by either party to the other are hereby revoked. The parties agree to surrender any document authorizing them to act as attorney-in-fact or agent for the other to the issuing party and to provide a list of all entities or person with whom the document was used to transact business on the principal's behalf. Except as otherwise herein stated, the parties agree not to represent that they are acting on behalf of the other through a power of attorney. Each party agrees to indemnify and hold harmless the other for any obligations or liability resulting from the use, implied or actual, of a power of attorney issued from one of the parties to the other.

Other: _____

Any terms of this Agreement not superseded by a court order shall remain valid and in effect.

This Agreement becomes effective on the following date: _____.

Signature of Husband

Signature of Wife

Date

Date