

SEPARATION AGREEMENT

This Marital Separation Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [FIRST SPOUSE S FULL LEGAL NAME], of [FIRST SPOUSE S ADDRESS] ("First Spouse"), and [SECOND SPOUSE S FULL LEGAL NAME], of [SECOND SPOUSE S ADDRESS] ("Second Spouse"), and together the "Parties."

Recitals

A. The Parties were lawfully married on .

B. Irreconcilable differences have arisen between the Parties, and the Parties have been living separate and apart since .

C. The Parties desire to settle, by written agreement, all questions relating to (i) the division of their property and debts; (ii) spousal support; and (iii) their respective rights and obligations arising from the marriage.

D. Each Party represents that they have made full and complete disclosure to the other of all income, assets, debts, and financial circumstances, and has had the opportunity to review the other's disclosures and to seek independent legal counsel and financial advice.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Separation

The Parties shall continue to live separate and apart as if each were unmarried, and each shall be free from interference, authority, and control, direct or indirect, by the other. Neither Party shall molest or disturb the peace of the other, nor compel or endeavor to compel the other to cohabit or dwell with them.

3. Division of Real Property

The Parties have no real property subject to division.

4. Division of Vehicles

The Parties have no vehicles subject to division.

5. Bank, Brokerage, and Retirement Accounts

Bank and brokerage accounts. None.

Retirement accounts. None.

6. Personal Property

The Parties have already divided their personal property to their mutual satisfaction, and each shall retain the personal property now in their possession.

7. Debts and Liabilities

The Parties represent that they have no joint debts subject to allocation.

9. Spousal Support

[FIRST SPOUSE S FULL LEGAL NAME] (the "Payor") shall pay to [SECOND SPOUSE S FULL LEGAL NAME] (the "Payee") spousal support of **\$0.00** per month, continuing indefinitely subject to modification by a court of competent jurisdiction, commencing on the first day of the first full calendar month after the Effective Date. Spousal support shall terminate upon the earliest of: (a) the death of either Party; (b) the Payee's remarriage or, where permitted by [STATE] law, cohabitation in a relationship akin to marriage; or (d) further order of court. For federal income-tax purposes, the Parties acknowledge that spousal support under any instrument executed after December 31, 2018 is **not deductible to the Payor and not includible in the Payee's income** pursuant to the Tax Cuts and Jobs Act (IRC § 71, as amended).

11. Mutual Release and Waiver of Marital Claims

Except as expressly provided in this Agreement, each Party hereby **releases, waives, and discharges** the other from any and all past, present, and future claims arising out of the marital relationship, including but not limited to claims for: (a) equitable distribution or community-property division; (b) past or future spousal support (to the extent waived herein); (c) attorneys' fees; (d) any interest in the other Party's separate property; and (e) inheritance, elective share, homestead allowance, family allowance, and exempt property rights under the laws of [STATE] or any other jurisdiction.

12. Full Disclosure

Each Party warrants that they have made **full, fair, and complete written disclosure** of all assets, debts, income, and financial circumstances to the other. Each Party acknowledges that a failure of disclosure may constitute grounds for setting aside this Agreement or any portion thereof.

13. Incorporation into Divorce Decree

If either Party petitions for dissolution of marriage, this Agreement shall be submitted to the court for incorporation into the final decree or judgment of dissolution. The Parties intend that this Agreement **survive any such incorporation** and remain independently enforceable as a contract.

14. Reconciliation

Any attempted or partial reconciliation between the Parties shall **not abrogate** this Agreement unless the Parties execute a written instrument, signed and acknowledged with the same formalities as this Agreement, expressly revoking it.

15. General Provisions

Governing Law. This Agreement shall be governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary.

Entire Agreement; Integration. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior oral and written agreements. Each Party acknowledges that no representations have been made except as set forth herein.

Amendment. This Agreement may be amended only by a writing signed and acknowledged by both Parties with the same formalities as this Agreement.

Attorneys' Fees. In any action to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts. Electronic signatures shall be valid under the federal ESIGN Act (15 U.S.C. § 7001 et seq.) and applicable state UETA.

16. Acknowledgments

Each Party represents and acknowledges that: (1) they are of legal age and sound mind; (2) they have read this Agreement in its entirety and understand its terms; (3) they have had the opportunity to consult with independent legal and financial counsel of their own choosing, and have either done so or knowingly waived the right to do so; (4) they execute this Agreement voluntarily and without duress, coercion, or undue influence; and (5) they understand this Agreement constitutes a complete and final settlement of the matters addressed herein.

Signatures

First Spouse

PRINTED NAME

SIGNATURE

DATE

Second Spouse

PRINTED NAME

SIGNATURE

DATE

Notary Acknowledgment

State of [STATE] County of _____

On this _____ day of _____, **20**, before me personally appeared **[FIRST SPOUSE S FULL LEGAL NAME]** and **[SECOND SPOUSE S FULL LEGAL NAME]**, each proved on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [STATE] that the foregoing is true and correct.

Notary Public: _____ My commission expires: _____
[NOTARY SEAL]