

SEPARATION AGREEMENT:
NOTICE AND WARNING

THE FORM PROVIDED FOR THE SEPARATION AGREEMENT MAY NOT ADEQUATELY COVER ALL THE PROPERTY ISSUES THAT ARE INVOLVED IN YOUR PARTICULAR CIRCUMSTANCES. IT IS INTENDED AS GUIDANCE ONLY, NOT EITHER AS A REQUIRED FORM OR AS A COMPLETE FORM FOR ALL CASES. YOU ARE RESPONSIBLE FOR MODIFYING THE AGREEMENT TO FIT YOUR CIRCUMSTANCES OR FOR FINDING A FORM THAT FITS YOUR CASE MORE ACCURATELY.

WE HAVE PROVIDED NO SEPARATION AGREEMENT FORM FOR CASES INVOLVING MINOR CHILDREN DUE TO THE COMPLEXITY OF THOSE AGREEMENTS AND ORDERS, INCLUDING MULTIPLE STATUTORY REQUIREMENTS AND NOTICES.

SEPARATION AGREEMENT
(Without Minor Children of the Marriage)

This is an important legal document, and you may want to get the advice of an attorney. Read this agreement carefully and completely before you sign it.

This AGREEMENT is made between _____ (name) and _____ (name), Husband and Wife, to determine all property rights, including property and debt distribution, between them.

The parties to this Agreement represent the following:

1. They were married on _____ (date) in _____ (city and state).
2. Irreconcilable differences have arisen between the parties and (check one below)
_____ they are now living separate and apart, or
_____ they desire immediate separation and intend to separate.
3. There are no minor children of the marriage or of these parties, either by birth or adoption, and the Wife is not pregnant.
4. The parties intend this agreement to be a full and complete settlement of their rights, one to another, as to the duty of support to one another now or in the future, any rights of inheritance from one another, and any rights to any interest in or to any property of the other, whether acquired before, during, or after marriage, or other rights or benefits that may arise from the marital relationship.

The parties therefore agree as follows:

ARTICLE ONE. Separation

Each party shall hereafter live separate and apart from the other, and neither shall annoy, molest, interfere with or harass the other in any way or manner, either directly or indirectly.

ARTICLE TWO. Spousal Support (each party must initial applicable provision).

A. _____ Neither party shall pay to the other any amount, either in installments or in a lump-sum, for spousal support. This provision may not be modified.

OR

B. _____ Effective _____ (date) the _____ Husband or _____ Wife (check one) shall pay to the other party the sum of \$_____ weekly or monthly (indicate which) in spousal support for a period of _____ months. The additional terms of this obligation are: (give what events would terminate the obligation, e.g. remarriage, cohabitation; whether the court can modify the amount or term):

Unless stated otherwise, any spousal support shall be taxable to the recipient and deductible by the payor.

ARTICLE THREE. Division of Property and Debts.

A. Real Estate (choose Option One or Two by both parties initialing)

Option One: _____ Neither party owns any real estate, either individually or jointly.

Option Two: _____ The parties own real estate, individually or jointly, located at the following address(es): _____

The parties agree as follows regarding the real estate (include whether to be sold or if one party

will keep it; if to be sold, how and what will happen to any proceeds; if one party is keeping it, whether refinancing is required; whether any payment is due the other for the equity in the house; whether one party has to sign a deed over to the other): _____

B. Household Goods, Furnishings and Personal Property (choose Option One or Two by both parties initialing)

Option One: _____ Each party shall keep any households goods, furnishings, and personal property now in that party's possession, free of any claim of the other.

Option Two: _____ Except as listed here, each party shall keep the household goods, furnishings, and personal property in that party's possession. The following items need to be delivered to the party not now in possession (list items and who will deliver to whom and when the delivery will occur):

C. Motor Vehicles (choose Option One or Two by both parties initialing)

Option One: _____ Each party shall retain title to and possession of all motor vehicles, boats, campers and other titled or registered conveyances, now titled or registered in that party's individual name. The party retaining the vehicle shall be solely responsible for any debt on or expenses regarding that vehicle and hold the other harmless from liability.

Option Two: _____ Except as listed here for all jointly titled vehicles and for vehicles to be transferred, each party shall retain title to and possession of all motor vehicles and other forms of titled or registered conveyance now in that party's individual name. The following agreement is made regarding the motor vehicles (identify any vehicle that needs to be transferred to the other party and who is responsible for any debt on the vehicle) _____

There is a joint debt on _____ (identify vehicle), i.e. both of us signed the note to pay for the vehicle, and we agree that _____the Husband _____the Wife (check one) will pay for that vehicle and hold the other party harmless from liability.

D. Bank Accounts and Employee Benefits (choose Option One or Two by both parties initialing)

Option One: _____ Each party shall retain any bank or investment accounts in that party's name as well as any employee benefits, including pension, retirement, stock ownership, 401(k) or other employer plans, free and clear of any claim of the other. There are no joint accounts to be closed and/or divided.

Option Two: _____ The parties agree to divide their bank accounts and employee benefits as follows (include details of how the accounts, and which accounts, will be divided):

E. Life Insurance Policies (choose Option One or Two by both parties initialing)

Option One: _____ Each party shall retain any life insurance policies owned by that party, and the parties give up any interest in being named beneficiary of the other's policies.

Option Two: _____ The parties agree as follows regarding their life insurance policies (identify the policies to which the agreement applies): _____

F. Debts (choose Option One or Two by both parties initialing)

Option One: _____ Each party shall pay those debts in that party's name, and neither party shall incur any debt in the name of or on the credit of the other party. There are no joint debts.

Option Two: _____ The parties agree as follows regarding their debts (identify the debt, the amount, and the party who will be paying that debt): _____

ARTICLE FOUR. Court Costs and Attorney Fees.

The court costs shall be paid from the deposit made with the Clerk of Courts, and any excess shall be paid by ____ the Husband or ____ the Wife or ____ equally (check one) within sixty (60) days of the final decree of dissolution or divorce.

Each party is responsible for any attorney fees incurred by that party, or the parties agree as follows (if left blank, the parties pay their own fees) _____.

ARTICLE FIVE. Complete Settlement.

This Agreement is a full and complete settlement of all spousal support rights and property rights between the parties, each of whom does, by the provisions of this Agreement, release, satisfy, and discharge all claims and demands against the other, including rights of dower, inheritance, descent and distribution, allowance for year's support, exemption from administration, all rights as surviving spouse, heir, legatee, and next of kin, in the estate of the other, and all rights to administer the estate of the other, and in all property rights that each now has, or may acquire in the future, except as specifically agreed in this Separation Agreement.

This Agreement shall be binding on the parties' heirs, administrators, executors and assigns.

Please both initial to indicate your acceptance of this Article: _____

ARTICLE SIX. Incorporation Into Decree.

It is agreed and understood that this Agreement shall not constitute consent by either party to a divorce or dissolution of marriage; however, in the event that either party files a divorce action or a dissolution proceeding is begun, the parties agree that this entire Agreement shall be disclosed and presented to the Court in that proceeding or in any such proceeding now pending, with the request that it be determined to be fair, just and proper, and that this Agreement and all

its terms and provisions be adopted by that Court and made a part of the Order of the Court in its final decree of divorce or dissolution.

Please both initial to indicate your acceptance of this Article: _____

ARTICLE SEVEN. Implementation of Agreement.

Except as otherwise provided in this Agreement, each party shall, upon the signing of this Agreement, deliver to the other party, or permit the other party to take possession of, all items of property to which each is entitled.

Within fourteen (14) days after the journalization or filing of a decree of dissolution or divorce that incorporates this Agreement, whether modified or amended, each party shall execute or sign and shall deliver any and all deed, titles, certificates, or other documents necessary to carry out the terms of this Agreement. Upon the failure of either party to deliver any document, this Agreement shall constitute and operate as the properly executed document, and the County Auditor, County Recorder, and Clerk of Courts, and any other public and private officials are hereby authorized and directed to accept this Agreement, or a properly certified copy of it, in lieu of the document regularly required for such conveyance or transfer.

Please both initial to indicate your acceptance of this Article: _____

ARTICLE EIGHT. Full Knowledge and Disclosure.

Each party acknowledges that he or she has read all the terms and conditions of this Agreement and understands all the terms.

Each party further represents that he or she has made a full and disclosure of assets and liabilities, earnings and benefits, so that the other party could take that into account in negotiating this Agreement. Each party further represents that he or she is satisfied with the disclosure made by the other party.

Please both initial to indicate your acceptance of this Article: _____

ARTICLE NINE. Modification of Agreement.

This Agreement may only be modified in writing, and any modification must be signed by both parties. No waiver or breach of any one term shall be considered a waiver of any other duty or right under this Agreement, including any subsequent breach or default of a similar nature.

Please both initial to indicate your acceptance of this Article: _____

IN WITNESS WHEREOF, the parties have signed this Agreement before the witnesses and on the date set forth below:

Signed in the presence of:

Signature of witness to Husband

Signature of Husband

Signature of witness to Husband

Printed Name of Husband

Date Signed

Signature of witness to Wife

Signature of Wife

Signature of witness to Wife

Printed Name of Wife

Date Signed