| **{{trial\_court.address.county}}** | **{{docket\_number}}** |
| --- | --- |

{{users[0].name.full()}} , Co- Petitioner

and

{{users[1].name.full()}} , Co- Petitioner

**Separation Agreement (G.L. c.208, § 1A)**

The marriage of the petitioner has irretrievably broken down and as a result, the parties have filed a joint petition for divorce in the Suffolk Probate and Family Court.

**This Agreement is made between:**

Party A (or plaintiff) {{users[0].name.full()}} of {{users[0].address.on\_one\_line()}}

Party B (or defendant) {{users[1].name.full()}} of {{users[1].address.on\_one\_line()}}

Together Petitioner A and B may be referred to as “The Parties”

The Petitioners were married on {{marriage\_date}} in {{m\_address\_city}} , {{m\_address\_state}} .

**We have made this Separation Agreement in order to decide:**

1. the care, decision- making, support, and education of our minor/ and or dependent children of this marriage;
2. our property and support rights; and
3. all the other rights and duties arising from our marriage.

**Both parties agree that:**

1. This agreement is entered into in the Commonwealth of Massachusetts, and the parties agree that it shall be governed by the laws of the Commonwealth of Massachusetts.
2. Petitioner A agrees that they understand that they had the right to consult with a lawyer of their choosing before signing this agreement.
3. Petitioner B agrees that they understand that they had the right to consult with a lawyer of their choosing before signing this Agreement.
4. The parties have included in this Agreement their entire understanding. No spoken or written statement outside of this Agreement was relied on by either party in signing this Agreement.
5. The parties agree that neither party will charge or incur any debt for which the other party will be responsible. Neither party will use the other’s name to obtain credit of any kind.
6. If, after this Agreement is signed by both parties, a judgment is entered in any divorce proceeding in any court brought by either Petitioner against the other, then this Agreement shall be incorporated in and made a part of that judgment. In addition to being incorporated in the judgment;

{{output\_checkbox(merge\_judgment)}}This Agreement shall merge in the judgment so that it will not remain as an independent contract. If there is a material change of circumstances in the future, the Court will be able to modify the terms.

{{output\_checkbox(independent\_contract)}}This Agreement shall survive as an independent contract. Even if there were a material change of circumstances in the future, the Court would not be able to modify the terms unless there were countervailing equities.

{{output\_checkbox(independent\_except)}}The Agreement shall survive as an independent contract except for those parts of the Agreement which deal with alimony / health insurance. The parts of the Agreement which deal with the alimony/ health insurance shall merge in the judgment. If there is a material change of circumstances in the future regarding the need for alimony/ health insurance, the Court will be able to modify the terms regarding. For the other parts of the Agreement, even if there was a material change in circumstances in the future, the Court would not be able to modify those terms unless there were countervailing equities.

1. The petitioners are each responsible for their own legal fees and costs in these proceedings up to the present.
2. The following exhibits are attached to this Agreement and are part of this Agreement.

Exhibits A, B, C, D, E, F.

1. Petitioner A signs this Agreement freely and voluntarily.
2. Petitioner B signs this Agreement freely and voluntarily.

{{output\_checkbox(\_shared\_financial\_statement)}}**We have shared our complete and accurate financial statements with each other before finishing and signing this agreement.**

{{signature\_date}}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Date) (Signature of Petitioner A)**

{{signature\_date}}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Date) (Signature of Petitioner B)**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. Date: \_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me the undersigned Notary Public personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Petitioner A), proved to me through satisfactory evidence of identification which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence.

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

Signature of Notary Public

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

Print Name

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

My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. Date:. \_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me the undersigned Notary Public personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Petitioner B), proved to me through satisfactory evidence of identification which was \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence.

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

Signature of Notary Public

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

Print Name

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

My Commission Expires