

Information regarding Sample Separation Agreement

Please read this information carefully before using this sample.

This page must be initialed and included with the Separation Agreement when filed.

1. This Sample Separation Agreement is best used by people without complicated assets, property, and liabilities/debt.
2. Court judgments may last a lifetime. Divorce law is complicated. You have many decisions to make. It is important that you know what you are agreeing to in your separation agreement. If you make a mistake or change your mind, you may not be able to fix it or change it in the future.
3. Even using this Sample Separation Agreement, the judge may not accept everything you have agreed to if it is not fair and reasonable under Massachusetts divorce law, or if it is incomplete, or if the judge believes that either of you does not understand your Separation Agreement.
4. It is always good to consult with an attorney before you sign your Separation Agreement. You do not have to use/sign this document at a courthouse if you do not feel comfortable doing so.
5. Financial statements are required to be filed with your Separation Agreement. You should do your financial statements first, and then consider your Separation Agreement.
6. If you have minor or unemancipated children, the Child Support Guidelines worksheet must be filed with the Separation Agreement. If you deviate from the Child Support Guidelines, you must file the Findings and Determinations for Child Support and Post-Secondary Education (CJD 305) form.

**COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT**

_____ Division

Docket No. _____

Party A (Co-Petitioner/Plaintiff)

and/v.

Party B (Co-Petitioner/Defendant)

SEPARATION AGREEMENT (SAMPLE)

This agreement is made between:

Party A: _____
 _____ (name) _____ and

 _____ (address) _____

Party B: _____
 _____ (name) _____

 _____ (address) _____

The parties agree that their marriage is irretrievably broken down, that they are or will be living separate and apart by a date stated herein, and there is no possibility of their marriage being reconciled.

This Separation Agreement ("Agreement") is made to settle and determine:

- a) the property and support rights and obligations of the parties;
- b) all other rights and obligations arising from the marriage; and
- c) the care, custody, support, maintenance, and education of the minor and/or dependent child(ren) of the marriage, if any

This Agreement shall be construed and governed according to the laws of the Commonwealth of Massachusetts.

(Party A's Initials)

(Party B's Initials)

Each party represents that they have shared with the other party their current financial statement which accurately and completely discloses all of the party's income, expenses, assets, and liabilities/debts.

Both parties understand that all property and liabilities/debts, regardless of how and when acquired, may be divided between them.

By signing and executing this Agreement, both parties represent that the terms and provisions of this Agreement are fair, just, and reasonable. Both parties also represent that the terms and provisions are not the product of fraud, coercion, or undue influence. Each party represents that they have signed this Agreement freely and voluntarily.

Both parties represent that they have the capacity to fully understand the Agreement and have given their approval and assent to this Agreement. Both parties represent that they have read the Agreement in its entirety. The parties agree to do all things necessary to follow and carry out the terms and provisions of this Agreement, including executing documents.

Both parties accept the terms and provisions set forth in this Agreement in full satisfaction and discharge all claims, past and present, which either party may have against the other, and which in any way arise out of the marital relationship.

Both parties acknowledge that neither party has made or relied upon any promises, warranties, or representations that are not included in this Agreement, and that this Agreement is their entire agreement.

Both parties agree that if any part of this Agreement is invalid, it shall not invalidate the entire Agreement. Both parties understand that the remaining provisions of this Agreement shall continue to be valid and binding so long as the provisions reflect fairly the intent and understanding of the parties when signing and executing this Agreement.

Both parties agree to each waive any interest they may have in and to the estate of the other party.

Both parties have agreed which parts of this Agreement, if any, may be modified in the future. Pursuant to G. L. c. 208, § 28, all of the terms and provisions of this Agreement that relate to the child/children in Exhibit J are incorporated and merged into this Agreement and may be modified in the future.

Check one:

☐ This Agreement shall be incorporated and merged into the Divorce Judgment and shall not survive as an independent contract. We agree therefore that all terms and provisions in this Agreement may be modified or changed in the future, except for property division and liabilities/debts, which are final by law.

☐ This Agreement shall be incorporated but not merged into the Divorce Judgment and shall survive as an independent contract. We agree therefore that all terms and provisions in this

Agreement may not be modified or changed in the future, absent a showing of countervailing equities.

☐ This Agreement shall be incorporated but not merged into the Divorce Judgment, and shall survive as an independent contract, except for the following terms and provisions which shall merge, and not survive, and may be modified or changed in the future:

Check all that apply:

- ☐ All issues related to the child/children
- ☐ Alimony
- ☐ Health Insurance
- ☐ Other: _____

Check one:

- ☐ Exhibits A through G are attached to this Agreement and are made part of this Agreement.
- ☐ There are unemancipated, dependent child(ren) of this marriage. Therefore, Exhibits A through J are attached to this Agreement and are made part of this Agreement.

Name

Date of birth

Name

Date of birth

Name

Date of birth

Signature of Co-Petitioner/Plaintiff

Date

Signature of Co-Petitioner/Defendant

Date

The parties must sign this Separation Agreement in the presence of a Notary Public if they are filing a Joint Petition for Divorce (1A).

Commonwealth of Massachusetts
On this _____ day of _____, 20____, before me, the undersigned
_____ personally appeared before me and 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.

Official Signature and Seal of Notary
My Commission Expires On: _____

Commonwealth of Massachusetts
On this _____ day of _____, 20____, before me, the undersigned
_____ personally appeared before me and 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.

Official Signature and Seal of Notary
My Commission Expires On: _____

EXHIBIT A

Division of Marital Property

Real Estate: (Check all that apply) (include additional pages if necessary for additional property)

- ☐ The parties own no real estate – either individually, jointly, or in a trust.
- ☐ The parties agree that _____ will be the sole owner of the property located at _____ currently standing in the name of _____ as recorded with the _____ County Registry of Deeds, Book _____, Page _____.
_____ waives all past, present and future interest in said property.
The parties agree that _____ will be responsible for all costs and expenses associated with said property beginning on _____ (date).
- ☐ The parties agree that:

Household and Personal Property: (*Household and personal property includes, but is not limited to, bank accounts, stocks, bonds, mutual funds, clothing, jewelry, furniture, cars, boats, and motorcycles.*)

- ☐ The parties have already divided all of their household and personal property and they are satisfied that the division was fair.
- ☐ The parties agree to divide their property as follows by _____ (date):

EXHIBIT B

Alimony

- ☐ The parties agree that both give up and waive all rights they may have to any past, present, or future alimony from the other.
- ☐ The parties agree that ☐ Party A ☐ Party B (check one) shall pay alimony to ☐ Party A ☐ Party B (check one) in the amount of _____ each ☐ week ☐ month (check one).

Alimony is payable on ☐ Friday of each week ☐ the first day of each month (check one).

Alimony shall terminate upon the remarriage of the party receiving the alimony, the death of either party or as indicated by the laws of Massachusetts or further Order of the Court or on _____ (date).

- ☐ Past and present alimony is waived. Future alimony is not waived.

- ☐ The parties agree that:

EXHIBIT C

Health Insurance

- ☐ The parties will be responsible for their own medical, dental, and/or vision insurance.
- ☐ The parties agree that ☐ Party A ☐ Party B (check one) will provide (check all that apply)
☐ medical ☐ dental ☐ vision insurance for ☐ Party A ☐ Party B (check one) so long as they are eligible and the coverage is available at no additional cost.

If there is an additional cost for said coverage, ☐ Party A ☐ Party B (check one) may keep the coverage provided that ☐ Party A ☐ Party B (check one) pays the additional cost.

The parties agree to promptly notify each other in writing of any change(s) in coverage or cost.

- ☐ The parties will each be responsible for their own uninsured medical, dental, and/or vision expenses.

- ☐ The parties agree that:

FOR CASES WITH CHILD(REN)

- ☐ ☐ Party A ☐ Party B (check one) will provide (check all that apply) ☐ health ☐ dental ☐ vision insurance for each child of the marriage until (check one) ☐ emancipation of the child(ren) ☐ age 25 so long as it is available at a reasonable cost.
- ☐ The parties will each pay one-half of any reasonable uninsured medical or dental expenses of each child of the parties until emancipation of the child(ren). Written proof of each invoice and paid receipt is to be provided to the other party promptly and within 10 days of receipt.
- ☐ The parties agree that:

EXHIBIT D

Taxes

(Check all that apply)

- ☐ The parties shall file their taxes separately this year and every year thereafter.
- ☐ The parties agree that (check one) ☐ Party A ☐ Party B shall be responsible for any unpaid tax liability/debt.
- ☐ The parties shall each hereby represent and warrant to the other that each has (1) duly paid all income taxes, state and federal, on all joint returns heretofore filed by the parties and (2) that to their knowledge (a) no interest or penalties are due and owing with respect thereto, (b) no tax deficiency proceeding is pending or threatened thereon, and (c) no audit thereof is pending.
- ☐ The parties agree that:

FOR CASES WITH CHILD(REN)

- ☐ The parties agree that (check one) ☐ Party A ☐ Party B shall be able to claim the child(ren) for all federal and state tax purposes of all kinds for each year.
- ☐ The parties agree that (check one) ☐ Party A ☐ Party B shall be able to claim the child(ren) for all federal and state tax purposes of all kinds in each odd tax year and (check one) ☐ Party A ☐ Party B shall be able to claim the child(ren) in each even tax year.
- ☐ The parties agree that:

EXHIBIT E

Liabilities/Debt

(Check all that apply)

- ☐ The parties agree that there are no marital liabilities/debt.
- ☐ The parties agree that they shall each be responsible for any liabilities/debt held in their individual names.

- ☐ The parties agree that Party A shall be responsible for the following liability/debt:

- ☐ The parties agree that Party B shall be responsible for the following liability/debt:

- ☐ The parties agree that:

Exhibit F

Pension and Retirement Plans

- ☐ The parties have no retirement or pension benefits to be divided.
- ☐ The parties each waive any interest in the other's pension or retirement benefits. The parties further agree to sign such documents and share equally in any expenses that may be required to effectuate this term.
- ☐ The parties agree that the retirement or pension benefits of the parties shall be divided as follows:

The parties further agree to sign such documents and share equally in any expenses that may be required to effectuate these terms.

EXHIBIT G

Life Insurance

- ☐ The parties agree that there is currently no life insurance policy in place for either party.
- ☐ Party A shall maintain in full force and effect, their present life insurance on their life with the child(ren) of the parties, or a trust for the benefit of the child(ren) of the parties, as beneficiary. The insurance shall be kept in effect for so long as any child support is payable by them for a child of the parties.
- ☐ Party B shall maintain in full force and effect, their present life insurance on their life with the child(ren) of the parties, or a trust for the benefit of the child(ren) of the parties, as beneficiary. The insurance shall be kept in effect for so long as any child support is payable by them for a child of the parties.
- ☐ The parties agree that:

IF YOU DO NOT HAVE
MINOR OR DEPENDENT CHILD(REN) OF YOUR MARRIAGE
STOP HERE

EXHIBIT H

Child Custody and Parenting Time

Custody:

- ☐ The parties shall have joint legal custody of the minor child(ren) of the parties, and ☐ Party A ☐ Party B (check one) shall have physical custody.

- ☐ The parties shall have joint legal and physical custody of the minor child(ren) of parties.

- ☐ ☐ Party A ☐ Party B (check one) shall have sole legal and physical custody of the minor child(ren) of the parties.

- ☐ The parties agree that

Parenting time:

- ☐ The parties agree that ☐ Party A ☐ Party B (check one) shall have the following parenting time with the parties' minor child(ren):

OR

- ☐ See attached schedule and/or holiday and vacation schedules which are incorporated and merged herein. (If this box is checked, the schedule(s) must be attached at time of filing.)

Exhibit I

Child Support *

A Child Support Guidelines Worksheet must be submitted with this Exhibit.

(Check all that apply)

- ☐ ☐ Party A ☐ Party B (check one) shall pay child support to ☐ Party A ☐ Party B (check one) in the amount of \$_____ per ☐ week ☐ month (check one), by wage assignment to the Department of Revenue. The party receiving child support must complete a DOR application to request services and must provide all necessary child support orders/judgments to DOR.

Any time the wage assignment is not in effect, or is in effect for less than the full amount ordered, payment of the difference between the amount ordered and the amount withheld from the wages of ☐ Party A ☐ Party B (check one) shall be made directly by mail, payable to the Commonwealth of Massachusetts, and mailed to:

DOR/CSE - P. O. BOX 55144 - BOSTON, MA 02205-5144

- ☐ The parties agree that ☐ Party A ☐ Party B (check one) shall pay child support directly to ☐ Party A ☐ Party B (check one) in the amount of \$_____ per ☐ week ☐ month (check one). Weekly payments are due every Friday and monthly payments are due on the first of each month.
- ☐ The obligation to pay current child support ends on the 21st birthday of the (check one) ☐ child ☐ youngest child unless otherwise ordered by the Court.
- ☐ The parties acknowledge that the amount of child support that results from running the Child Support Guidelines is \$_____ per week; however, the parties agree to deviate from the Guidelines amount because:

The Findings and Determinations for Child Support and Post-Secondary Education (CJD 305) is submitted with this Exhibit.

****Note: A child is unemancipated for the purpose of child support and education if:***

(1) The child is under 18, or

(2) Between the ages of 18 and 21 and domiciled in the home of a parent and principally dependent upon said parent for maintenance, or

(3) Over 21 and not attained the age of 23, if domiciled in the home of a parent and principally dependent upon said parent for maintenance due to the enrollment of such child in an educational program, excluding educational costs beyond an under-graduate degree.

Exhibit J

Education

☐ The parties agree that if their child(ren) attend(s) college or trade school post high school, they will contribute to the cost consistent with the financial abilities and resources available to each parent and child(ren) at that time. If the parties are unable to agree upon how much they will contribute, either party may file a Complaint for Modification to have the issue heard by the Court in the future.

☐ The parties agree to divide the cost of college and trade school post high school as follows:

Extracurricular Activities

☐ The parties agree to share the cost of extracurricular activities and camps for the child(ren) as follows:
