**SEPARATION AGREEMENT**

**THIS AGREEMENT** is made and entered into in Stark County, Ohio, between the parties, **KEVIN MARMET** (hereinafter “Kevin”) and **ASHLEY N. MARMET** (hereinafter “Ashley”) on this \_\_\_\_\_\_\_\_\_\_\_ day of November 2022.

The parties were married on November 3, 2009, and three (3) children have been born as issue of said marriage, **PRINCETON MARMET, born 09/19/2011, ARIYANA MARMET, born 08/23/2013 and MAGNOLIA MARMET, born 07/01/2018.** Petitioner, Ashley N. Marmet, is not currently pregnant.

Due to differences which have arisen between them, the parties express and confirm their intention to terminate their marriage. By this Agreement, the parties provide for a division of all property, marital or separate, and their parental rights and responsibilities, including each party’s right to support and maintenance.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained in this Agreement the parties agree as follows:

**1. SEPARATION**

The parties shall continue to live separate and apart from each other. Each of them releases the other from all duties of cohabitation and fidelity. Each party agrees not molest, annoy, interfere with or harass the other in any way or manner, either directly or indirectly.

**2. DIVISION OF PROPERTY**

The parties acknowledge that they have revealed and provided for all assets held and/or titled in their joint and/or individual names, regardless of their source, and have provided for a division of them in this Separation Agreement. The parties further acknowledge that they have revealed all existing debts incurred in their individual or joint names and have allocated debt responsibility in this Agreement. Finally, the parties confirm that they have disclosed all transfers of assets or monies, of greater than Five Hundred Dollars ($500.00) in value, to any person or entity within the last twelve (12) months. The parties agree that all undisclosed existing debts

shall become the sole debt and responsibility of the party who has failed to reveal such debt.

**3. REAL ESTATE**

The parties currently own real estate located at 356 Bellflower Ave., NW, Canton, Ohio. The parties agree that the property will be retained by Ashley, and she shall have exclusive use of the property without interference from Kevin. Ashley shall be solely responsible for the mortgage which is solely in her name, taxes, insurance and utilities on said premises, and shall hold Kevin harmless therefrom. Ashley will be entitled to any equity in the property.

**4. MOTOR VEHICLES**

The parties agree that Kevin will retain the 2017 Audi A6 currently titled in his name and hold Ashley harmless from any outstanding indebtedness thereon.

The parties agree that Ashley will retain the 2014 Dodge Ram currently titled in her name and hold Kevin harmless from any outstanding indebtedness thereon.

**5. HOUSEHOLD GOODS AND FURNISHINGS**

The parties agree that they have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances; and all such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be, and remain, the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other.

**6.** **FINANCIAL ACCOUNTS**

The parties have already divided their financial accounts.

**7. DEBTS**

The parties do not have any joint debt. The parties agree to assume and pay all outstanding debts in their respective names, whether such debt was incurred before the marriage, during the marriage, or during any period of separation, and each agrees to indemnify, defend and hold the other absolutely harmless from any expense, loss, claim or liability, whatsoever arising from or in any way connection with such outstanding debts, except as herein otherwise agreed.

**8. CHILD CUSTODY**

The parties have entered into a Shared Parenting Plan which provides for the allocation of parental rights and responsibilities for the parties’ minor children. It will be filed contemporaneously with this Agreement.

**9. RETIREMENT/PENSION PLANS**

The parties agree that Kevin has a 401K and Ashley does not have any retirement account. The parties agree that Kevin will retain his 401K.

**10. SPOUSAL SUPPORT**

The parties agree that Kevin shall pay to Ashley as and for spousal support the sum of One Thousand and 00/100 Dollars ($1,000.00) per month for a period of 72 months. Spousal support shall commence December 1, 2022, and shall terminate upon the death of either party or the remarriage of Ashley. The Court shall not retain continuing jurisdiction to modify spousal support.

**11. INCOME TAXES**

Starting with the 2023 tax year, the parties shall file separate income tax returns and any refunds therefrom shall be the property of the party receiving the refund.

**12. MODIFICATIONS AND WAIVER**

No modification or waiver of any of the provisions of this Agreement or any alterations or changes of this Agreement shall be valid unless in writing, signed by both parties hereto and executed with the same formalities as this Agreement. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or similar nature.

**13. COMPLETE AGREEMENT**

This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement shall be a full and complete settlement of all property rights between the parties, each of whom does by the provisions hereof, release, satisfy and discharge all claims and demands against the other, including rights of dower, inheritance, descent and distributions, allowance for year’s support, 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 which each now owns or may hereinafter acquire, except as herein provided.

**14. DISCLOSURE AND FULL UNDERSTANDING**

The parties hereby warrant to one another that they personally know the financial status of each of the parties and that the items set forth in this Agreement were personally decided upon by the parties themselves with full knowledge and intent of their responsibility and duty to carry out the obligations stated herein, and that said obligations have been explained to them and are clearly understood by them.

The parties acknowledge that any provisions contained in this Separation Agreement relating to a division of their assets and liabilities cannot be change or modified by the Court. They further understand that the Court will not be able to modify or award spousal support unless the Separation Agreement expressly confers continuing jurisdiction upon the Court to do so.

The parties further understand that any provision requiring their spouse to assume and pay outstanding obligations for which they are liable, does not relieve them of liability to the creditor and may be considered as a factor in determining qualification for future credit.

Each party fully understands all of the terms set forth in this Agreement and each has read the Agreement and finds it to be in accordance with his or her understanding and each voluntarily executes this Agreement by signing it in the presence of the witnesses indicated below.

**15. ATTORNEY FEES AND COURT COSTS**

Kevin will be responsible to pay all attorney fees. After the application of all deposits, Kevin will be responsible for any remaining court costs.

**16. APPLICABLE LAW**

All the provision of this Agreement shall be construed and enforced in accordance with the applicable laws of the State of Ohio.

**IN WITNESS WHEREOF**, the parties have set their hands to duplicate copies hereof, each of which shall constitute an original, on the day and year first above written.

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

### **KEVIN MARMET**

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

### **ASHLEY N. MARMET**

**STATE OF OHIO :**

**: SS**

**STARK COUNTY :**

**BE IT REMEMBERED**, that before me personally appeared **Kevin Marmet**, who acknowledged the signing of the foregoing Separation Agreement to his voluntary act and deed.

**IN WITNESS WHEREOF**, I have hereunto subscribed by name and affixed my seal this \_\_\_\_\_\_\_\_\_\_\_\_ day of November 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **NOTARY PUBLIC**

**STATE OF OHIO :**

**: SS**

**STARK COUNTY :**

**BE IT REMEMBERED**, that before me personally appeared **Ashley N. Marmet**, who acknowledged the signing of the foregoing Separation Agreement to be her voluntary act and deed.

**IN WITNESS WHEREOF**, I have hereunto subscribed by name and affixed my seal this \_\_\_\_\_\_\_\_\_\_\_\_ day of November 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **NOTARY PUBLIC**