

## SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### **BETWEEN:**

\_\_\_\_\_  
of \_\_\_\_\_

-and-

\_\_\_\_\_  
of \_\_\_\_\_

### **BACKGROUND:**

- A. \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Parties" and individually a "Party") were lawfully married on \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, Arizona. Due to certain differences that have developed between the Parties, they agree to live separate and apart from each other, subject to the terms and conditions in this Agreement.
- B. The Parties have made complete, fair and accurate disclosure to each other on all financial matters reflected in this Agreement.
- C. The terms of this Agreement are intended to settle the matters addressed and may be incorporated into a final decree of divorce, unless specific matters are amended or addressed in a subsequent separation agreement.
- D. The Parties have each consulted an attorney with regards to their legal rights arising out of the matrimonial relationship and the terms of this Agreement.
- E. The Parties have each voluntarily entered into this Agreement and have not been forced by anyone to sign this Agreement, and both the Parties confirm that they are in sound mental health.

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

### **LIVING SEPARATE AND APART**

1. The Parties will, from the date of execution of this Agreement, live separate and apart from each other. Neither Party will attend the other's living space or work without invitation or approval.

### **INTERFERENCE**

2. Each Party will be free from the interference, authority or control of the other Party as fully as though each were single and unmarried. Each Party may engage in any employment, business or profession, and reside where he or she may choose, free from any interference, restriction, authority, or control of the other Party. Each Party agrees not to interfere, bother, harass, intimidate or otherwise restrict the other Party or their family or friends at their respective residences, places of employment or any other place.

### **CHILDREN**

3. There is 1 child of the marriage, namely:
  - a. \_\_\_\_\_.

### **CHILD CUSTODY**

4. The Parties agree that joint legal custody is in the best interests of the child. The Parties agree that both parents are fit and proper persons to have joint responsibility for the care of the child.
5. The Parties agree that the child will primarily reside with both parties.
6. The Parties also agree that the Parties will have the following visitation time with the child:
  - a. Regular visitation schedule:

---

## **CHILD SUPPORT**

7. \_\_\_\_\_ will pay child support in the amount of \$ \_\_\_\_\_.  
\_\_\_\_\_ to \_\_\_\_\_. Child support payments will commence on \_\_\_\_\_, \_\_\_\_\_ and will be paid on the \_\_\_\_\_ day of each and every \_\_\_\_\_.
8. \_\_\_\_\_ will pay 50% of the child's uninsured health care costs, child care costs, and other additional costs for the child and \_\_\_\_\_ will pay 50% of such costs and expenses.
9. The Parties agree that each will provide the other a copy of their income tax return and any notices of assessment and re-assessment issued, on an annual basis.
10. \_\_\_\_\_ will claim the dependent tax exemption and minor children tax credits in respect of the child every year. For each year \_\_\_\_\_ is not entitled to claim the dependent tax exemption, they will execute a release of their claim to the dependent tax exemption to \_\_\_\_\_ upon the request of \_\_\_\_\_ or at least 30 days before the tax filing deadline for that year, whichever occurs earlier.
11. Neither Party will maintain health insurance, including medical and dental coverage, for the benefit of the child.
12. Subject to the laws of the State of Arizona, child support payments, contributions to uninsured health care costs, child care costs, additional costs, and the maintenance of health insurance will continue as long as a child is under the age of majority and financially dependent on the parents.

## **SPOUSAL MAINTENANCE**

13. This Agreement represents the final result of back and forth negotiation between the Parties as to the actual terms dealt with and content of those clauses. Each Party confirms that they understand the nature of this Agreement and the financial and legal consequences of signing this Agreement. Each Party had the opportunity to retain their own professional assistance to address any questions or concerns that they had as they negotiated this Agreement and before they

executed this Agreement. Each Party confirms that they have provided any significant financial information and has not hidden or misrepresented any such financial information. Both Parties have kept any drafts and other documentation to substantiate such negotiation efforts.

14. Neither Party claims entitlement to spousal maintenance. Both Parties expressly waive any claim to spousal maintenance now and in the future, regardless of any change in circumstances experienced by either Party.
15. Each Party confirms that they are financially self-sufficient and accept full responsibility for their own financial support. Both Parties agree that based on the equitable property split under this Agreement, it is fair to waive any spousal maintenance. Each Party understands and acknowledges the consequence of electing to waive spousal maintenance includes no right to later seek spousal maintenance in the future even if their circumstances have significantly changed.

### **MATRIMONIAL HOME**

16. The matrimonial home is located at: \_\_\_\_\_ (the "Matrimonial Home") and is owned by the Parties.
17. \_\_\_\_\_'s interest in the Matrimonial Home will be transferred to \_\_\_\_\_.
18. \_\_\_\_\_ waives and releases all rights of dower, curtesy, homestead, community property, and all other rights, title and interests, if any, in and to the Matrimonial Home.
19. \_\_\_\_\_ has executed or will execute a quitclaim deed conveying their interest in the Matrimonial Home and hereafter \_\_\_\_\_ will be solely responsible to pay all encumbrances registered against the Matrimonial Home.
20. \_\_\_\_\_ will indemnify and hold \_\_\_\_\_ harmless from and against all obligations, and expenses, including reasonable attorney's fees, arising out of or relating to the Matrimonial Home.

## **ASSETS**

21. The Parties acknowledge that they have agreed upon a division of all assets, owned or possessed by them as marital property or separate property. The Parties are in possession of all of those assets to which each is respectively entitled. Accordingly, neither makes any claim to any assets in the possession of the other.

## **DEBTS**

22. The Parties agree that any indebtedness secured against, or attributable to, any item of property that either Party is receiving under this Agreement will be the sole responsibility of the Party receiving the particular property.
23. Neither Party will incur any further debt or liability on the other Party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual Party, regardless if the debt was incurred as a result of joint credit.

## **COMMUNITY PROPERTY RELEASE**

24. The Parties covenant and agree that they are aware of the community property laws of the State of Arizona and it is their intention that the community property laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the community property laws of the State of Arizona and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

## **DOWER, CURTESY AND HOMESTEAD RELEASE**

25. Each Party releases all dower, curtesy and homestead rights under any statute of the State of Arizona, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

## **ESTATE AND TESTAMENTARY DISPOSITION**

26. The Parties renounce all rights each might have in or to the administration of the other's estate whether under any law of the State of Arizona, or any state of United States of America, or any country in which any part of the estate of the other may be situated and further waive and release the other from any and all rights of every kind, nature, and description that each may acquire as a spouse or a surviving spouse in the property, assets, or estate of the other.

## **PENSION RELEASE**

27. Except as otherwise provided in this Agreement, the Parties waive and relinquish any and all rights or claims, in law or in equity, to apply to split or in any way share or claim any interest whatsoever, now or at any future time, in IRAs, 401(k) plans, or any defined contribution plan, defined benefits plan, retirement plan or pension, savings plan, or profit sharing plan of any type available through employment, or any benefits thereof, which the other Party presently has or may acquire in the future.

## **GENERAL RELEASE**

28. Each Party releases all claims whatsoever and however arising, whether under the laws of the State of Arizona or any other jurisdiction, including and without limiting the generality of the foregoing, whether arising by statute or at common law and including actions founded on constructive trust, resulting trust or unjust enrichment, which such Party may now or hereafter have or acquire or be entitled to against the property of the other Party, however and whenever acquired, including and without limiting the generality of the foregoing, real property, personal property, any income from such property or assets of the other Party and any increase in the value of such property, or against the estate of the other Party, but if any such action should be brought the provisions of this Agreement may be pleaded as an answer to any claim asserted and will constitute a full and complete defense thereto.

## **GENERAL PROVISIONS**

29. The Parties will promptly sign and give to the other all documents necessary to give effect to the terms of this Agreement.
30. This Agreement contains the entire agreement between the Parties about their relationship with each other. It replaces any earlier written or oral agreement between the Parties.

31. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.
32. The Parties may only amend this Agreement in writing signed by both of them after both Parties have obtained legal advice on the changes.
33. In the event that a dispute arises regarding this Agreement, the Parties will try to resolve the matter through negotiation or mediation, prior to initiating a court action.
34. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.
35. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.
36. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.
37. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.
38. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.
39. If the Parties reconcile, the terms of this Agreement will remain in effect unless the Parties revoke it in writing signed by both of them.
40. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

41. The laws of the State of Arizona will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED by \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

SIGNED by \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS



**ACKNOWLEDGMENT**

**THE STATE OF ARIZONA**

**COUNTY OF** \_\_\_\_\_

I, Attorney, within and for said County and State, do certify that on this day came before me, \_\_\_\_\_, personally known to me, whose name is signed to the foregoing Separation Agreement and so acknowledged their signatures on this Separation Agreement and that \_\_\_\_\_ entered into this Separation Agreement on their own free will and volition without force or duress by any Party.

Given my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Attorney

**ACKNOWLEDGMENT**

**THE STATE OF ARIZONA**

**COUNTY OF** \_\_\_\_\_

I, Attorney, within and for said County and State, do certify that on this day came before me, \_\_\_\_\_, personally known to me, whose name is signed to the foregoing Separation Agreement and so acknowledged their signatures on this Separation Agreement and that \_\_\_\_\_ entered into this Separation Agreement on their own free will and volition without force or duress by any Party.

Given my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Attorney

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**THE STATE OF ARIZONA**

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the State of Arizona, Attorney, DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by \_\_\_\_\_, named in the within instrument, being a Separation Agreement, separate and apart from \_\_\_\_\_, as to their legal rights and liabilities under the terms and conditions of it, and that I acted solely for them, and explained fully to them the nature and effect of this foregoing Separation Agreement and they did execute it in my presence, and did acknowledge and declare that they were executing it of their own volition and without any fear, threats, compulsion or influence from \_\_\_\_\_ or any other person.

DATED at the City of \_\_\_\_\_, in the State of Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Attorney

I, \_\_\_\_\_, the person named in the annexed Agreement, hereby acknowledges the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

**THE STATE OF ARIZONA**

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the State of Arizona, Attorney, DO HEREBY CERTIFY:

THAT I was this day consulted in my professional capacity by \_\_\_\_\_, named in the within instrument, being a Separation Agreement, separate and apart from \_\_\_\_\_, as to their legal rights and liabilities under the terms and conditions of it, and that I acted solely for them, and explained fully to them the nature and effect of this foregoing Separation Agreement and they did execute it in my presence, and did acknowledge and declare that they were executing it of their own volition and without any fear, threats, compulsion or influence from \_\_\_\_\_ or any other person.

DATED at the City of \_\_\_\_\_, in the State of Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Attorney

I, \_\_\_\_\_, the person named in the annexed Agreement, hereby acknowledges the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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