

COMMONWEALTH OF MASSACHUSETTS  
TRIAL COURT  
PROBATE AND FAMILY COURT DEPT.

NORFOLK DIVISION

DOCKET NO: NO13D0000

Marie Joyce-Hawk                      PLAINTIFF

V.

SEPARATION  
AGREEMENT

Josh Hawk,                      DEFENDANT

This agreement entered into this   7th   day of   May   2014, is by and between   Marie Joyce-Hawk   hereinafter referred to as the "Wife" and   Josh Tad Hawk   hereinafter referred to as the "Husband." The Husband and Wife are hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Husband and Wife were married on   January 29<sup>th</sup>, 2010   at   Quincy, MA  ; and

WHEREAS, there have been   1   child born of this marriage, namely:  
Allison Joyce-Hawk (d.o.b. 11/4/10)

WHEREAS, serious and irreconcilable differences and conflicts have arisen between the Husband and Wife; and

WHEREAS, the ( x ) Wife ( ) Husband has filed a Complaint for Divorce in the Norfolk Division of the Probate and Family Court Department, being Docket No: NO8D0000; and

WHEREAS, the Parties desire by this Agreement to settle all questions pertaining to spousal support and child support and their financial and property rights, and to settle all child-related matters, and to settle and finally determine all rights and claims by and between them;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained the Parties agree as follows:

1. Both Parties agree that in the future neither will charge or incur any indebtedness for which the other will be liable. Each Party hereby warrants and agrees that neither will use the other's name to obtain credit of any kind.

2. Except as otherwise provided in this Agreement, each Party waives any interest in or the right to act in any capacity under the Last Will and Testament and/or the estate of the other. It is the intention of the Parties that their respective estates shall be administered as though no marriage had taken place between them and that either may execute a Will and dispose of his or her estate free of any claim by the other.

3. The Husband and Wife hereby mutually release and forever discharge each other from any and all claims or actions which either has had, or now has, against the other arising out of the marital relationship. Each party intends that the only rights and obligations that exist between them shall be those specifically identified in this Agreement.

4. The parties shall, without consideration, execute and deliver all documents and do all things necessary to carry out the terms of this Agreement and to give full force and effect to the provisions of this Agreement forthwith.

5. Failure of either Party to insist upon strict performance of the terms hereof shall not be deemed to be a waiver of such term or terms.

6. This Agreement is executed in the Commonwealth of Massachusetts and shall take effect under and in accordance with the Laws of the Commonwealth. In the event that any provision hereof is illegal or unenforceable, that provision shall be stricken and the remainder of the Agreement shall continue to be valid and binding.

7. The Parties declare that each is aware of his/her opportunity to obtain legal advice by counsel of his or her own selection, and that each believes this Agreement to be fair, just and

reasonable, and each signs this Agreement freely and voluntarily.

8. The Parties have included in this Agreement their entire understanding. No oral or written statement outside this document shall have any force or effect.

9. If a judgment shall hereafter be entered in any divorce proceeding brought by the Husband or the Wife in any court, this Agreement shall be made part of such judgment and incorporated therein, it being the intention of the Parties that this Agreement shall serve to define the responsibilities and obligations of the Parties. By agreement of the parties, this Agreement shall be incorporated in any such Judgment,

and **merged** in such Judgment.

but not merged in such Judgment; rather **survive** and retain independent legal significance.

but not merged in such Judgment; rather **survive** and Retain independent legal significance,

EXCEPT for the provisions relating to

Child support, and child custody, and

All other provisions relating to the children, and possible future alimony, which provision(s) shall be **merged** in such Judgment.

10. Each party is to be responsible for his/her own legal fees and costs in these proceedings to date.

11. Each party agrees that s/he shall not stalk, harass, or interfere with the personal liberty or employment of, the other.

12. There are annexed hereto and made part hereof Exhibits marked Exhibits 1, 2, 3, 4, & 5.

Witness our hands and seals this \_\_\_\_7th\_\_\_\_ day of \_\_\_\_\_May\_\_\_\_\_, 2014.

\_\_\_\_\_

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

Date: 05/07/14

Then personally appeared the above named \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and  
deed,

Before me, \_\_\_\_\_

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

Date:

Then personally appeared the above named \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and  
deed,

Before me, \_\_\_\_\_

Notary Public

My commission expires:

**Exhibit 1 – CHILD SUPPORT**

1). The parties agree that the father shall pay the mother \$51/wk in child support. Payments shall be made direct to the mother by check or money order, each Friday.

**EXHIBIT 1A – COLLEGE COSTS**

1). The parties agree that they shall each contribute to the child's college education and costs based on their ability, at the appropriate time, and the parties shall file a Modification with the Court when applicable, to address the issue.

SAMPLED

## **Exhibit 2 – MEDICAL INSURANCE**

- 1). The parties shall each be responsible for providing their own health insurance.
- 2). The parties shall be responsible for their own uninsured medical expenses.
- 3). The mother shall provide health insurance for the benefit of the minor child.
- 4). The mother shall pay the first \$250 annually, of uninsured medical, dental, optical and orthodontic expenses for the minor child. After the first \$250 annually, then the parties shall split equally any uninsured medical, dental, optical, and orthodontic expenses for the child.

**Exhibit 3 – ALIMONY**

- 1). The parties each waive their right to seek alimony: past and present and future.

SAMPLE

#### **Exhibit 4 – CUSTODY /PARENTING TIME**

- 1). The mother shall have legal custody of the minor child. The father shall have the right to contact any service providers for the minor child and the minor child's school and school personnel, and to obtain any and all records related to the minor child, made available to parents.
- 2). The father shall have parenting time with the minor child, each Thursday at 8:15 am until Friday at 8:15 am, and each Saturday from 8:15 am until 4pm. In the event the father has to work on Saturday morning, then his parenting time shall be from 4pm on Saturday afternoon, until Sunday morning at 8:15 am, except on Christmas and Easter, when he shall have extended parenting time as mutually agreed.
- 3). The mother shall have parenting time at all other times.
- 4). The parties may make any changes or additions to the parenting plan as mutually agreed. In the event the father has to cancel or change his time, he shall give the mother 48 hours' notice.



**Exhibit 5 – DIVISION OF MARITAL PROPERTY/DEBT**

- 1). The mother shall retain any and all assets listed on her financial statement and in her name.
- 2). The father shall retain any and all assets listed on his financial statement and in his name.
- 3). The father and mother shall be solely responsible for all debt/liabilities listed on their respective financial statements or in his/her name.
- 4). The parties agree that they have divided all other property and debt to their mutual satisfaction.

SAMPLE