

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT
PROBATE AND FAMILY COURT DEPT.

NORFOLK DIVISION

DOCKET NO:

PLAINTIFF

V.

SEPARATION
AGREEMENT

DEFENDANT

This agreement entered into this _____ day of _____
20__ , is by and between _____ hereinafter referred to as the "Wife" and
_____ 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 _____
at _____ ; and

WHEREAS, there have been _____ child(ren) born of this marriage, namely:

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

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

Witness our hands and seals this _____ day of _____, 20__.

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:

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*

EXHIBIT 1A – COLLEGE COSTS*

**Note: A child is un-emancipated for the purpose of child support and education if:*

- (1) The child is under 18, or*
- (2) Between the age 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 2 – MEDICAL INSURANCE

Exhibit 3 – ALIMONY

Exhibit 4 – CUSTODY /PARENTING PLAN

- The parties shall have joint legal and shared physical custody of the minor child(ren).
- The Father and the Mother shall have joint legal custody of the minor child(ren) of the parties, and the Father shall have physical custody.
- The Father and the Mother shall have joint legal custody of the minor child(ren) of the parties, and the Mother shall have physical custody.
- The Father shall have sole legal and physical custody of the minor child(ren) of the parties.
- The Mother shall have sole legal and physical custody of the minor child(ren) of the parties.
- The Father/Mother shall have authority to obtain a Passport for the minor child(ren) and be allowed to travel out of the country for vacation or family events*
- Parenting Plan:

****Permission to Travel Out of State***

1. Father and Mother may travel outside of Massachusetts with the children for trips and vacations which are temporary in nature. Both parties agree to keep the other parent informed about travel plans, including sharing itineraries and maintaining reasonable communication.

2. Father and Mother agree to be available for their children during travel. The traveling parent, with or without the children, shall be responsible for calling the children or making sure the children call the other parent. When both parents are traveling, the parent with the children shall be responsible for making sure the children call the other parent.

Exhibit 5 – DIVISION OF MARITAL PROPERTY/DEBT