

MARRIAGE SEPARATION AGREEMENT

Location: _____ Date: _____

PARTIES:

Husband's Full Name: _____

Husband's Address: _____

Wife's Full Name: _____

Wife's Address: _____

RECITALS:

WHEREAS, the Parties were lawfully married and now desire to live separate and apart; AND WHEREAS, the Parties wish to settle their respective rights and obligations arising out of their marriage without resorting to litigation; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. SEPARATION

The Parties agree to live separate and apart from each other and shall cease to live as husband and wife. Each party shall be free from interference, harassment, authority, and control by the other, directly or indirectly.

2. PROPERTY DIVISION

The Parties have agreed upon the division of all property, whether real, personal, or mixed, tangible or intangible, owned by either or both of them, and such division is set forth in an attached Schedule A, which is incorporated herein.

3. DEBTS AND LIABILITIES

Each Party shall be responsible for his or her separate debts incurred before or after the separation, except as otherwise agreed in Schedule B attached hereto.

4. SPOUSAL SUPPORT

Neither Party shall seek or be entitled to spousal support, maintenance, or alimony from the other except as provided in Schedule C attached to this Agreement. Any modification of such support shall be in writing and signed by both Parties.

5. CHILD CUSTODY AND SUPPORT

If applicable, the Parties shall agree upon custody, visitation, and child support arrangements as set forth in Schedule D, which shall be in the best interests of the child(ren) and conform to applicable state law.

6. TAX MATTERS

The Parties agree to cooperate in preparing and filing all tax returns and related documents, and to indemnify each other for any liabilities arising from failure to do so.

7. MUTUAL RELEASE

Except as otherwise provided herein, each Party releases the other from any and all claims, demands, or causes of action arising out of their marital relationship, including but not limited to claims for property, support, or debts.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of laws principles.

9. ENTIRE AGREEMENT

This Agreement, including all attached schedules, constitutes the entire understanding between the Parties and supersedes all prior agreements, oral or written, relating to the subject matter herein.

10. AMENDMENTS

Any amendment or modification of this Agreement must be in writing and signed by both Parties.

11. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. VOLUNTARY EXECUTION

Each Party acknowledges that they have read and fully understand this Agreement, have had the opportunity to consult with independent legal counsel, and are entering into this Agreement voluntarily.

13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement.

14. NOTICES

Any notices required or permitted under this Agreement shall be in writing and delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or electronic means that confirms delivery, to the addresses set forth above or to such other address as either Party may designate.

15. EFFECTIVE DATE

This Agreement shall become effective upon execution by both Parties.

16. WAIVER OF JURY TRIAL

To the maximum extent permitted by law, each Party knowingly and voluntarily waives any right to a trial by jury in any action relating to this Agreement.

17. ENFORCEABILITY

This Agreement is legally binding and enforceable under United States law, subject to the Parties' compliance with all applicable state and federal requirements.

18. DISPUTE RESOLUTION

Any dispute arising under or related to this Agreement shall be resolved through mediation prior to initiating litigation, unless the Parties mutually agree otherwise.

19. CONFIDENTIALITY

The terms and existence of this Agreement shall remain confidential except as required by law or as agreed in writing by the Parties.

20. SIGNATURES

The Parties have executed this Agreement as of the date first written above.

HUSBAND'S SIGNATURE

WIFE'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-life.com/marriage-separation-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-life.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.