

# SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is made by and between:

## **PARTIES:**

Employee: \_\_\_\_\_

Employer: \_\_\_\_\_

## **RECITALS**

WHEREAS, Employee and Employer desire to enter into this Agreement to fully and finally resolve all claims, disputes, and obligations between them arising out of Employee's employment and separation; and WHEREAS, Employee acknowledges that Employee has been advised to consult with legal counsel before signing this Agreement.

## **1. TERMINATION OF EMPLOYMENT**

Employee's employment with Employer shall terminate effective immediately upon the execution of this Agreement by both parties, with no further obligation of Employer to Employee except as expressly set forth herein.

## **2. SEPARATION PAYMENTS AND BENEFITS**

Employer agrees to provide Employee with the following separation payments and benefits: a lump sum payment of \$ \_\_\_\_\_, less applicable taxes and withholdings; continuation of health insurance benefits under COBRA as required by law; and any accrued but unpaid wages or vacation pay as of the termination date.

## **3. RELEASE OF CLAIMS**

Employee, for Employee and Employee's heirs, executors, administrators, and assigns, hereby fully releases and forever discharges Employer and its affiliates, subsidiaries, officers, directors, employees, agents, successors and assigns (collectively, "Released Parties") from any and all claims, demands, causes of action, liabilities, and damages of any kind, whether known or unknown, arising out of or related to Employee's employment or separation from employment, including but not limited to claims under federal, state, or local laws, including the Maryland Wage Payment and Collection Law, Maryland Wage and Hour Law, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Maryland Fair Employment Practices Act, and any other employment-related claims.

## **4. NON-DISPARAGEMENT**

Employee agrees not to make any disparaging or defamatory statements, whether oral or written, about Employer or any of the Released Parties.

## **5. CONFIDENTIALITY**

Employee agrees to keep the terms, amount, and fact of this Agreement confidential and shall not disclose such information to any third party, except as required by law or to Employee's immediate family, tax or legal advisors, who agree to maintain such confidentiality.

## **6. RETURN OF PROPERTY**

Employee agrees to return all Employer property, including but not limited to keys, credit cards, documents, and electronic devices, no later than the execution date of this Agreement.

**7. NO ADMISSION OF LIABILITY**

This Agreement does not constitute an admission by Employer of any wrongful conduct or violation of law.

**8. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict of laws principles. The parties agree that any dispute arising out of this Agreement shall be resolved exclusively in the state or federal courts located in Maryland.

**9. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

**10. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

**11. VOLUNTARY EXECUTION**

Employee acknowledges that Employee has read this Agreement, understands its terms, and executes it voluntarily and without duress or undue influence.

**12. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed originals.

**EMPLOYEE SIGNATURE**

**EMPLOYER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title (if Employer): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Original source of this document:

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