

# VIRGINIA SEPARATION AGREEMENT

Between: \_\_\_\_\_

And: \_\_\_\_\_

## RECITALS:

WHEREAS, the Parties were lawfully married and have decided to live separate and apart from each other; and WHEREAS, the Parties desire to settle between themselves all questions of property rights, debts, and all other rights and obligations arising from their marital relationship, and to finalize their separation in a manner that is legally binding and enforceable under the laws of the Commonwealth of Virginia.

## AGREEMENT:

### 1. SEPARATION

The Parties agree to live separate and apart from each other and to cease all marital relations except as otherwise agreed herein. Each Party shall have the right to establish a separate residence.

### 2. PROPERTY DIVISION

The Parties agree that all marital property, whether real, personal, or mixed, tangible or intangible, owned by either or both Parties shall be divided as follows: Each Party shall retain sole ownership of property currently in their possession, and the Parties have mutually agreed upon the distribution of all jointly owned property as set forth in Schedule A attached hereto.

### 3. DEBTS AND LIABILITIES

Each Party shall be responsible for his or her own debts incurred after the date of separation. Joint debts and liabilities shall be paid and discharged as set forth in Schedule B attached hereto. Neither Party shall incur any indebtedness on behalf of the other after separation.

### 4. SPOUSAL SUPPORT

Neither Party shall be obligated to pay spousal support to the other unless otherwise agreed in writing or ordered by a court of competent jurisdiction.

### 5. TAX MATTERS

The Parties agree to cooperate in the preparation and filing of all federal, state, and local tax returns for the years of marriage and separation. Any tax refunds or liabilities resulting from joint filings shall be divided as set forth in Schedule C attached hereto.

### 6. RELEASE OF CLAIMS

Except as otherwise provided in this Agreement, each Party releases the other from any and all claims, demands, or causes of action, whether known or unknown, arising from the marital relationship, including but not limited to claims for property rights, support, or other obligations.

### 7. CONFIDENTIALITY

The Parties agree to keep the terms, conditions, and existence of this Agreement confidential and shall not disclose any information to third parties except as required by law or as necessary to enforce the terms herein.

### 8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

#### **9. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and negotiations. No modification shall be effective unless in writing signed by both Parties.

#### **10. SEVERABILITY**

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

#### **11. VOLUNTARY EXECUTION**

Each Party acknowledges that they have read this Agreement, fully understand its terms, and enter into it voluntarily and without coercion. Each further acknowledges having had the opportunity to seek independent legal counsel.

#### **12. EFFECTIVE DATE**

This Agreement shall become effective immediately upon execution by both Parties.

#### **13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

#### **14. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered or sent by certified mail to the Parties at their respective addresses listed herein.

#### **15. ATTORNEY'S FEES**

In the event of any dispute arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.

#### **16. WAIVER**

Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provisions herein.

#### **17. REPRESENTATIONS AND WARRANTIES**

Each Party represents that they are of legal age, have the capacity to enter into this Agreement, and that no other agreements exist that conflict with the terms herein.

#### **18. CHILD CUSTODY AND SUPPORT**

This Agreement does not address the custody or support of any minor children. Such matters shall be addressed separately in accordance with applicable law.

#### **19. MEDIATION**

In the event of any disagreement concerning the interpretation or enforcement of this Agreement, the Parties agree to attempt to resolve such dispute through mediation before seeking judicial relief.

#### **20. ACKNOWLEDGMENT**

The Parties acknowledge that they have executed this Agreement as a full and complete settlement of all issues arising from their separation.

**PARTY ONE SIGNATURE**

**PARTY TWO SIGNATURE**

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

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

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