

IN THE COURT OF COMMON PLEAS OF \_\_\_\_\_ COUNTY, OHIO  
 DIVISION OF DOMESTIC RELATIONS

and  
 Petitioner, :  
 : Case No.  
 : Judge  
 Petitioner. :

SEPARATION AGREEMENT

This is a Separation Agreement made by and between \_\_\_\_\_  
 (sometimes hereinafter referred to as "Husband") and \_\_\_\_\_  
 (sometimes hereinafter referred to as "Wife"). The parties represent that:

1. They were married on \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_.

2. There are:

- No children born as issue of the marriage.
- \_\_\_\_\_ children were born as issue of the marriage, who are emancipated.
- \_\_\_\_\_ minor children who are the issue of the marriage, to wit:

Name

Date of Birth

3. As a result of disputes and irreconcilable differences, the parties have separated and are now living apart from each other.

4. The parties desire by this agreement to settle, determine, and provide for:

- a division of all property belonging to the parties or to either of them and allocation of marital liabilities
- determining the issue of spousal support
- provide for the allocation of parental rights and responsibilities, support of the minor children, and parenting time rights; and all other marital rights which relate to them

In view of the foregoing and in consideration of the premises and the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties agree as follows:

I. Freedom of Action: Noninterference

The parties may and shall continue to live apart. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried. Neither party shall molest or interfere with the other. Each may, for his or her separate benefit, engage in any employment, business, or profession that he or she may choose.

II. Allocation of Parental Rights and Responsibilities

The  husband  wife shall be the residential parent and legal custodian of the parties' minor children \_\_\_\_\_

The  husband  wife shall have reasonable parenting time with the children, including \_\_\_\_\_

The  husband  wife shall be the residential parent and legal custodian of the parties' minor children \_\_\_\_\_

The  husband  wife shall have reasonable parenting time with the children, including \_\_\_\_\_

III. Support for the Children

The  husband  wife shall pay the  husband  wife by payroll deduction through the  Office of Child Support, Ohio Department of Job and Family Services the sum of \$ \_\_\_\_\_ per \_\_\_\_\_, per child, plus any applicable processing fees.

The  husband's  wife's obligation to pay this child support shall commence upon the entry of a decree of dissolution. The  husband's  wife's obligation shall continue, with respect to each child, until such child dies, marries, becomes emancipated, or attains the age of majority/age eighteen (except that support shall continue so long as the child continuously attends on a full time basis, a recognized and accredited high school even if the child attains the age of majority/eighteen, prior to the completion of his/her high school education.), whichever event occurs first.

The  husband  wife shall maintain, on behalf of the minor children, and keep in full force and effect, a program of hospitalization, surgical, and major medical insurance, and also dental insurance if presently carried, which is comparable to the insurance now maintained by  husband  wife through his/her place of employment.

Each of the parties shall pay one half of medical, dental, and hospital expenses not covered by insurance which are incurred on behalf of the minor children.

IV. Insurance

The  husband  wife shall continue his/her present life insurance, with the  husband  wife as beneficiary, until the youngest minor child of the parties reaches the age of eighteen, and shall pay the premiums thereon, and shall not encumber, pledge, or hypothecate the same.

 V. Income Tax Dependency Exemption

The  husband  wife shall have the exclusive right to claim each child as a dependent on his/her future federal, state, and local income tax returns.

VI. Spousal Support

- Neither party shall pay spousal support to the other. This provision shall not be modifiable.
- The  husband  wife shall pay spousal support to the  husband  wife in the amount of \$\_\_\_\_\_ per month, plus any applicable processing fees, payable through the  Office of Child Support, Ohio Department of Job and Family Services. Husband's obligation shall commence upon the entry of a decree of dissolution and shall terminate on \_\_\_\_\_, 200\_\_\_\_, or upon the death of either, or upon the  husband's  wife's cohabitation with another, whichever occurs first. Petitioners hereby agree that the court  shall  shall not maintain continuing jurisdiction over spousal support.

VII. Property DivisionA. Real Property

- Husband and Wife do not own any real property.
- The parties are owners of the home located at \_\_\_\_\_, \_\_\_\_\_, Ohio, \_\_\_\_\_; and
- The  husband  wife shall keep the home as his/her own, free and clear of any and all claims of the  husband  wife. The  husband  wife shall sign a quit claim deed, releasing all of his/her rights, title, and interest in said property to the  husband  wife, who shall pay to the  husband  wife a lump sum of \$\_\_\_\_\_. Both the signing of the quit claim deed and said payment shall occur upon the filing of the Decree of Dissolution at the final hearing in this matter.
- The  husband  wife shall keep said home, free and clear of any and all claims of the  husband  wife; as part/all of the  husband's  wife's share of the parties' marital property. The  husband  wife shall sign a quit claim deed, releasing all of his/her rights, title, and interest in said property to the  husband  wife. The signing of the quit claim deed shall occur upon the filing of the Decree of Dissolution at the final hearing in this matter.

Said home shall be sold, and, after paying off the mortgage balance and paying any real estate broker commissions and other costs of sale, any proceeds shall be divided between the parties as follows: \_\_\_\_\_% to husband and \_\_\_\_\_% to wife. Each party shall sign any documents necessary to effect said sale. Until such sale, the mortgage payments, taxes, insurance, and other costs of maintaining the property shall be paid by the parties as follows:

\_\_\_\_\_

\_\_\_\_\_

The  husband  wife shall be entitled to live in said home with the minor child(ren), until the last child attains the age of eighteen; whereupon the home shall be sold, and, after paying off the mortgage balance and paying any real estate broker commissions and other costs of sale, any proceeds shall be divided between the parties as follows: \_\_\_\_\_% to husband and \_\_\_\_\_% to wife. Each party shall sign any documents necessary to effect said sale. Until such sale, the mortgage payments, taxes, insurance, and other costs of maintaining the property shall be paid by the parties as follows: \_\_\_\_\_

\_\_\_\_\_

The parties are owners of other real property, located at or described as \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ {city}, \_\_\_\_\_ {state}; and

The  husband  wife shall keep said property, free and clear of any and all claims of the  husband  wife as part of the parties' property settlement. The  husband  wife shall sign a quit claim deed, releasing all of his/her rights, title, and interest in said property to the  husband  wife, who shall pay to the  husband  wife a lump sum of \$\_\_\_\_\_. Both the signing of the quit claim deed and said payment shall occur upon the filing of the Decree of Dissolution at the final hearing in this matter.

The  husband  wife shall keep said property, free and clear of any and all claims of the  husband  wife; as part/all of the  husband's  wife's share of the parties' marital property. The  husband  wife shall sign a quit claim deed, releasing all of his/her rights, title, and interest in said property to the  husband  wife. The signing of the quit claim deed shall occur upon the filing of the Decree of Dissolution at the final hearing in this matter.

Said property shall be sold, and, after paying off any mortgage balance and paying any real estate broker commissions and other costs of sale, any proceeds shall be divided between the parties as follows: \_\_\_\_\_% to husband and \_\_\_\_\_% to wife. Each party shall sign any documents necessary to effect said sale. Until such sale, any mortgage payments, taxes, insurance, and other costs of maintaining the property shall be paid by the parties as follows:

\_\_\_\_\_

\_\_\_\_\_

B. Household Goods

1. The Husband shall retain as his own, free and clear of any claims of the Wife, the household goods, furniture, and personal effects currently in his possession.
2. The Wife shall retain as her own, free and clear of any claims of the Husband, the household goods, furniture, and personal property presently in her possession.

C. Checking and Savings Accounts and Certificates of Deposit.

Each party shall retain the checking and/or savings accounts, mutual funds, or certificates of deposit standing in his or her names, free and clear of any claims of the other party.

D. Vehicles

- Husband shall retain, as his own, free and clear of any claims of the Wife, the following vehicle(s):

presently titled in the name of the Husband, and the Husband shall pay and hold the Wife harmless on all indebtedness associated therewith.

- The Wife shall retain, as her own, free and clear of any claims of the Husband, the following vehicle(s)

presently titled in the name of the Wife, and the Wife shall pay and hold the Husband harmless on all indebtedness associated therewith.

 E. Retirement Benefits

Each party shall retain such retirement benefits or Individual Retirement Accounts as are currently held in his or her name free and clear of any claims of the other.

 F. Expenses and Debts

1. Wife agrees to pay the following debts and to hold Husband harmless on same:

<u>Creditor</u>	<u>Account No.</u>	<u>Balance</u>
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2. Husband agrees to pay the following debts and to hold Wife harmless on same:

<u>Creditor</u>	<u>Account No.</u>	<u>Balance</u>
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3. Each party shall pay and hold the other harmless on any credit cards or other debts held in his or her individual names.
4. Except for those debts and obligations created under this Agreement, each party hereby agrees to pay and hold the other party harmless from all debts, liabilities and obligations incurred by him or her since the parties' separation.
5. From and after the date of signing this Agreement, neither party shall contract nor incur any debts, charges or obligations upon the credit of the other. Each party shall indemnify and save the other harmless from the payment of any such debt, charge or liability incurred or contracted by one in the name of the other.
6. Each of the parties do hereby represent to the other that in the event either party is required to make payment for a debt or obligation created under this Agreement as the result of a default on the part of one of the parties, the said defaulting party shall thereafter be responsible to the other party for such delinquent payments as well as for any penalties, interest, attorney's fees, court costs, statutory costs and disbursements which may result from collection and/or the commencement of a lawsuit and/or the entry of judgment as the result of such default.

#### VIII. Disclosure

Each party has made a full and correct representation of his or her current financial status by affidavit duly executed and delivered.

#### IX. Tax Returns

In the event that there should be assessed any taxes, penalties or interest arising out of the filing of any joint tax returns for any year in which joint returns have been filed in the past, the parties shall share equally in such taxes, penalties or interest. In addition, the parties shall share equally any refunds from prior returns.

#### X. Mutual Release

Except as otherwise provided herein, each party hereto additionally completely and forever releases the other party from any and all rights each has or may have:

1. To past, present and future support from the other;
2. The division of property in the estate of the other;
3. To dower rights in the estate of the other, past, present or future including but not limited to real estate acquired subsequent to this Agreement;
4. To act as administrator or executor in the estate of the other;
5. As legatee or devisee in the last will and testament of the other;
6. To any statutory distributive share in the estate of the other;
7. To statutory exemptions, statutory mansion house rights, and statutory years' allowance in the estate of the other; and, to any other property, privileges, or benefits to the other by virtue of the marriage; or accruing to either from any source, act, matter, or agreement whatsoever, whether the foregoing are conferred by the statutory or common law of any state, or the United States of America, or of any other country, except as may be otherwise provided in this Agreement; and,
8. To rights, claims, demands or causes of action that each may now have arising out of their marriage, or from any other act, agreement, or cause whatsoever occurring prior to the date of this Agreement.

#### XI. Incorporation Into Decree

This Agreement or any amendment thereto shall be submitted to any court in which a petition for dissolution of marriage has been filed or in which an action for divorce has been filed, and if found by the court to be fair and equitable and approved or validated by the court, shall be incorporated into the final decree of said court.

#### XII. Modification and Waiver

- A. This Agreement shall not be modified or amended without the written consent of both parties or by further order of court
- B. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

#### XIII. Applicable Law

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

#### XIV. Severability

If any provision or clause in this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement.

XV. Enforcement

In the event legal proceedings are instituted to enforce performance of any terms of this Agreement, and it is determined by the court that one of the parties has violated the terms of this Agreement without just cause, then the prevailing party shall be entitled to payment by the other party of the whole or part of his or her reasonable cost in the proceedings (including attorney fees) as they should be determined by the court. Such expenses shall not be awarded when the conduct of the party found to be at fault was based upon his or her good faith interpretation of the terms of this Agreement.

XVI. Implementation of Agreement

- A. Upon the execution of this Agreement, each party acknowledges that he or she has received possession of all items of property to which he or she is entitled under the terms of this Agreement, except as provided herein.
- B. Within seven (7) days after journalization of a decree of dissolution of marriage of the parties incorporating this Agreement or amendment or modification thereof, each party shall execute and deliver all deeds, conveyance, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this Agreement.

XVII. Entire Agreement

The parties have incorporated herein their entire understanding. There are not representations, warranties, covenants, or undertakings other than those expressly set forth herein. No oral statements or prior written matter extrinsic to this Agreement shall have any force or effect. Each party acknowledges that he or she fully understands the terms hereof, and each acknowledges that he or she is signing this Agreement freely and voluntarily.

XVIII. Equal Division

The parties acknowledge that they are entitled to an equal division of marital property in accordance with R. C. 3105.171, and further acknowledge that the division of marital property provided for in this Agreement is not precisely equal. Accordingly, both parties waive any right to an equal division of marital property.

XIX. Waiver of a Right to an Attorney

Husband and Wife both understand that each has the right to have an attorney represent him or her individually in this matter. Husband and Wife individually hereby waive their rights to have an attorney represent them.

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife



ACKNOWLEDGMENT

State of Ohio

County of \_\_\_\_\_, ss:

Before me, a Notary Public in and for said State and County, personally appeared the above named \_\_\_\_\_, known to me to be the party described herein, and who executed the foregoing instrument and acknowledged that he executed the same of his own free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

ACKNOWLEDGMENT

State of Ohio

County of \_\_\_\_\_, ss:

Before me, a Notary Public in and for said State and County, personally appeared the above named \_\_\_\_\_, known to me to be the party described herein, and who executed the foregoing instrument and acknowledged that she executed the same of her own free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC