

MARITAL SEPARATION AGREEMENT

1. 1. Parties, Marriage, and Children

This Marital Separation Agreement (the "Agreement") is made on [EFFECTIVE DATE] between [SPOUSE ONE FULL NAME], now residing at [SPOUSE ONE ADDRESS], and [SPOUSE TWO FULL NAME], now residing at [SPOUSE TWO ADDRESS]. The Parties were lawfully married on [MARRIAGE DATE] in [MARRIAGE LOCATION]. The following children were born to or adopted by the Parties: [CHILD NAME, DATE OF BIRTH] and [CHILD NAME, DATE OF BIRTH], or "none." Neither Party is currently a member of the armed forces on active duty except as follows: [MILITARY STATUS, if applicable]. Each Party represents that no other agreement covering the subjects addressed here is in effect except [PRIOR AGREEMENT, if any].

2. 2. Separation and Separate Households

The Parties separated on [SEPARATION DATE] and have lived, or will live, separate and apart from that date. Each Party may reside where that Party chooses and will live free from interference, harassment, control, or restraint by the other, as if unmarried. Neither Party will enter the residence of the other without invitation, will contact the employer of the other about personal matters, or will use property titled to the other without permission. Neither Party is obliged to cohabit with the other, and a brief attempt at reconciliation does not terminate this Agreement unless the Parties sign a written revocation under Section 15. Communication about shared business, finances, and the children will be conducted by [COMMUNICATION METHOD, e.g., email, a shared co-parenting application] at [SPOUSE ONE EMAIL] and [SPOUSE TWO EMAIL].

3. 3. Real Property and the Marital Residence

The marital residence at [RESIDENCE ADDRESS], titled in the name of [TITLE HOLDER], will be handled as follows: [RESIDENCE OUTCOME, e.g., [SPOUSE NAME] will retain exclusive occupancy and will refinance the mortgage into that Party sole name within [REFINANCE PERIOD]; the property will be listed for sale by [LISTING DATE] with net proceeds divided [PROCEEDS DIVISION]]. Until the transfer or sale is completed, [RESPONSIBLE PARTY] will pay the mortgage, property taxes, homeowner insurance, and routine maintenance, and [OTHER PARTY] will contribute \$[CONTRIBUTION AMOUNT] per month toward those costs. The Party surrendering an interest will sign a quitclaim deed or other instrument of transfer within [DEED PERIOD, e.g., thirty days] of the event triggering the transfer. Any other real property owned by either Party is allocated as follows: [OTHER REAL PROPERTY].

4. 4. Division of Personal Property and Vehicles

The Parties have divided, or will divide, their household furnishings, appliances, electronics, tools, artwork, jewelry, and other personal property as set out in Exhibit A, and each Party accepts that division as a full settlement of any claim to the personal property in the possession of the other. Any item not listed in Exhibit A belongs to the Party in whose possession it is on [POSSESSION DATE]. Vehicles are allocated as follows: [VEHICLE ONE DESCRIPTION AND VIN] to [SPOUSE NAME], who will assume the associated loan and insurance, and [VEHICLE TWO DESCRIPTION AND VIN] to [SPOUSE NAME], on the same terms. Each Party will sign the title transfers, registration changes, and loan assumption paperwork needed to complete these transfers within [TRANSFER PERIOD, e.g., thirty days]. Items belonging to the children remain with the children and travel between households.

5. 5. Bank Accounts, Investments, and Retirement Plans

The Parties will close or divide their joint deposit and brokerage accounts as follows: [ACCOUNT DIVISION,

listing institution, last four digits, and the share to each Party]. From the date of this Agreement, each Party will maintain individual accounts, will not draw on any account titled to the other, and will not incur any charge on a joint credit line. Retirement accounts, pensions, and deferred compensation plans are divided as follows: [RETIREMENT DIVISION, e.g., the 401(k) held at [INSTITUTION] will be divided so that [SPOUSE NAME] receives \$[AMOUNT] or [PERCENTAGE] of the balance as of [VALUATION DATE]]. Where a plan requires a qualified domestic relations order or similar order to divide it, the Parties will cooperate promptly in preparing, filing, and paying for that order, with the cost shared [QDRO COST SPLIT]. Each Party will update beneficiary designations on retirement accounts and life insurance within [BENEFICIARY UPDATE PERIOD, e.g., thirty days] to the extent permitted by law and this Agreement.

6. 6. Debts and Financial Obligations

The Parties allocate responsibility for their debts as set out in Exhibit B, which lists each creditor, account, approximate balance as of [DEBT VALUATION DATE], and the Party responsible for it. Each Party will pay the debts allocated to that Party on time and will indemnify, defend, and hold the other harmless from any claim, judgment, collection action, or credit damage arising from a failure to do so, including reasonable attorney fees. From the date of separation, neither Party will incur any debt in the name of the other, use a credit card issued on the account of the other, or apply for joint credit. The Parties will close or convert joint credit accounts to individual accounts within [ACCOUNT CLOSURE PERIOD, e.g., thirty days], and each Party understands that a creditor is not bound by this allocation and may still pursue either Party on a joint obligation.

7. 7. Spousal Support

Spousal support is addressed as follows: [SUPPORT ELECTION, e.g., [PAYING SPOUSE] will pay [RECEIVING SPOUSE] \$[AMOUNT] per month beginning [START DATE] and continuing for [DURATION] or until the earlier of the remarriage of the receiving Party, the death of either Party, or further order of the court; or each Party waives spousal support]. Payments will be made by [PAYMENT METHOD] on the [DAY] of each month. The Parties [MODIFIABILITY ELECTION, e.g., agree that this support obligation is non-modifiable / agree that support may be modified on a substantial change in circumstances]. The Parties acknowledge that the tax treatment of spousal support depends on federal law and the date of the order, and that each Party has been advised to obtain independent tax advice. If either Party experiences a material change in income, employment, or health, that Party will notify the other in writing within [NOTICE PERIOD, e.g., fourteen days].

8. 8. Child Custody and Parenting Time

The Parties will share legal custody of the children as follows: [LEGAL CUSTODY ARRANGEMENT, e.g., joint legal custody, with both Parties consulting on major decisions about education, non-emergency health care, and religious upbringing]. Physical custody and the regular parenting schedule are as follows: [PARENTING SCHEDULE, e.g., the children reside primarily with [PARENT] and spend alternating weekends from Friday at 6:00 p.m. to Sunday at 6:00 p.m. and every [WEEKDAY] evening with [OTHER PARENT]]. Holidays, school breaks, and birthdays are allocated as set out in Exhibit C. Exchanges will occur at [EXCHANGE LOCATION] with transportation provided by [TRANSPORTATION ARRANGEMENT]. Each Party will support the relationship between the children and the other Party, will not speak negatively about the other in the presence of the children, and will give at least [RELOCATION NOTICE, e.g., sixty days] written notice before relocating the residence of a child. The Parties acknowledge that any custody arrangement is subject to review, approval, and modification by a court applying the best interests of the children.

9. 9. Child Support, Health Insurance, and Medical Expenses

Child support will be calculated and paid in accordance with the child support guidelines of the State of

[GOVERNING STATE], and the Parties will exchange the income information and worksheets required to complete that calculation. The Parties have agreed that [PAYING PARENT] will pay child support in the amount determined under those guidelines, beginning [SUPPORT START DATE], by [SUPPORT PAYMENT METHOD], and they acknowledge that the amount is subject to review and approval by the court and to modification on a substantial change in circumstances. [INSURING PARENT] will maintain health, dental, and vision insurance for the children for as long as it is available at reasonable cost through employment or otherwise. Unreimbursed medical, dental, orthodontic, vision, mental health, and prescription expenses for the children will be shared [MEDICAL EXPENSE SPLIT, e.g., 50/50], with the paying Party providing documentation within [SUBMISSION PERIOD, e.g., thirty days] and reimbursement made within [REIMBURSEMENT PERIOD, e.g., thirty days]. Child care, extracurricular, and educational expenses will be shared as follows: [ADDITIONAL EXPENSE SPLIT].

10. 10. Taxes and Filing Status

For the tax year [TAX YEAR] the Parties will file [FILING ELECTION, e.g., jointly and share any refund [REFUND SPLIT] and any liability [LIABILITY SPLIT] / separately]. For each following year, each Party will file separately unless the Parties agree otherwise in writing. The Parties will claim the children as dependents as follows: [DEPENDENCY ELECTION, e.g., [PARENT] claims [CHILD NAME] and [PARENT] claims [CHILD NAME]; the Parties alternate years], and the custodial Party will sign any release form required by the taxing authority to give effect to that election. Each Party is responsible for any tax, interest, or penalty attributable to that Party own income, deductions, or errors, and will indemnify the other for any assessment arising from them. Each Party will provide the other with the tax documents reasonably needed to file, including [TAX DOCUMENTS], by [TAX DOCUMENT DEADLINE].

11. 11. Health Insurance for the Parties and Life Insurance

Each Party is responsible for obtaining and paying for that Party own health insurance from [HEALTH COVERAGE DATE], except as follows: [INTERIM COVERAGE, e.g., [SPOUSE NAME] will keep [SPOUSE NAME] on the employer plan until the divorce is final, to the extent permitted by the plan]. The Parties acknowledge that a legal separation or divorce may end eligibility under an employer plan and that continuation coverage may be available at the expense of the covered Party. To secure the support and child-related obligations in this Agreement, [INSURING PARTY] will maintain life insurance of at least \$[LIFE INSURANCE AMOUNT] naming [BENEFICIARY, e.g., the other Party as trustee for the children] as beneficiary for as long as those obligations continue, and will provide annual proof of coverage on request. Neither Party will borrow against, surrender, or change the beneficiary of that policy while the obligation continues.

12. 12. Mutual Release and Waiver of Claims

Except for the obligations created by this Agreement, each Party releases the other from all claims, demands, and causes of action arising out of the marriage, including claims for equitable distribution, community property, reimbursement, contribution, dower, curtesy, homestead, elective share, family allowance, and intestate succession. Each Party waives any right to act as personal representative of the estate of the other except where appointed by a will signed after the date of this Agreement. Each Party acknowledges receiving a fair and reasonable share of the marital estate, having had the opportunity to review the financial disclosures exchanged on [DISCLOSURE DATE], and having had the opportunity to obtain independent legal and financial advice. This release does not apply to claims arising from a failure to disclose a material asset or debt, or from fraud.

13. 13. Incorporation Into a Divorce Decree

If either Party files an action for divorce, dissolution, or legal separation, this Agreement will be presented to the

court, and the Parties will request that it be [INCORPORATION ELECTION, e.g., incorporated but not merged into the final decree, so that it survives as an independent contract / incorporated and merged into the final decree, so that it is enforceable as a court order]. The Parties acknowledge that the court retains authority over custody, parenting time, and child support, and that the court may modify or decline to adopt those provisions if it finds they are not in the best interests of the children or not consistent with the applicable state guidelines. If the court declines to adopt a provision, the remaining provisions continue to bind the Parties as a contract. Each Party will sign any pleading, waiver, or affidavit reasonably necessary to obtain approval of this Agreement.

14. 14. Dispute Resolution and Enforcement

Before filing any motion to enforce or modify this Agreement, the Parties will attempt to resolve the disagreement through direct discussion and then through mediation with a neutral mediator in [MEDIATION LOCATION], with the cost shared [MEDIATION COST SPLIT]. This requirement does not apply where a delay would place a Party or a child at risk of harm, or where emergency relief is needed. If mediation does not resolve the dispute, either Party may apply to the court in [VENUE COUNTY AND STATE], which retains jurisdiction over this Agreement and the matters it addresses. The Party found to have breached this Agreement will pay the reasonable attorney fees and costs incurred by the other in enforcing it. A failure to insist on strict performance on one occasion does not waive the right to do so later.

15. 15. Amendment, Reconciliation, and General Provisions

This Agreement may be amended or revoked only by a written document signed and notarized by both Parties. A period of reconciliation or resumed cohabitation does not revoke this Agreement unless the Parties sign a written revocation, except that provisions concerning the parenting schedule are suspended for any period the Parties live together with the children. This Agreement is governed by the laws of the State of [GOVERNING STATE] and is the entire agreement between the Parties on the subjects covered, replacing all prior discussions and understandings. If any provision is found invalid or unenforceable, it will be narrowed or severed and the remainder stays in effect. This Agreement binds and benefits the Parties, their heirs, and their personal representatives.

16. 16. Signatures and Acknowledgment

By signing below, each Party confirms having read this Agreement in full, having received and reviewed the financial disclosures of the other, having been advised of the right to independent legal counsel, and signing voluntarily and without duress. SPOUSE ONE: [SPOUSE ONE FULL NAME]. Signature:

_____. Date: [DATE]. SPOUSE TWO: [SPOUSE TWO FULL NAME]. Signature:
_____. Date: [DATE]. State of [STATE], County of [COUNTY]. On [NOTARY DATE],
before me personally appeared the above-named individuals, known to me or satisfactorily identified, who
acknowledged that they signed this Agreement as their free act and deed. Notary Public:
_____. My commission expires: [EXPIRATION DATE].

17. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Separation and divorce are governed by state law, and the rules on property division, spousal support, waiting periods, and the effect of a separation agreement differ substantially from state to state. Provisions about the children are always subject to review by a court, and child support must follow the guidelines of the state hearing the case. Each spouse should have this document reviewed by a separate licensed attorney before signing. Use of this template does not create an attorney-client relationship with ScanContract.

