

SEPARATION AGREEMENT

This AGREEMENT is made between _____, (hereafter referred to as “Petitioner”), and _____, (hereafter referred to as “Respondent”), to determine all property rights, including property and debt distribution, between them.

The parties to this Agreement represent the following:

1. They were married on _____ at _____.

2. Irreconcilable differences have arisen between the parties and

they are now living separate and apart

they desire immediate separation and intend to separate.

3. The parties intend this agreement to be a full and complete settlement of their rights, one to another, as to the duty of support to one another now or in the future, any rights of inheritance from one another, and any rights to any interest in or to any property of the other, whether acquired before, during, or after marriage, or other rights or benefits that may arise from the marital relationship.

The parties therefore agree as follows:

ARTICLE ONE. Separation

Each party shall hereafter live separate and apart from the other, and neither shall annoy, molest, interfere with or harass the other in any way or manner, either directly or indirectly.

ARTICLE TWO. Spousal Support

Neither party shall pay to the other any amount, either in installments or in a lump-sum, for spousal support. This provision can not be modified.

The Petitioner Respondent shall pay to the other party the sum of \$ _____ monthly in spousal support. The terms of this obligation are:

The spousal support will be paid every month, beginning _____ payable through _____

The spousal support will be payable _____ through _____

ARTICLE THREE. Division of Property and Debts.

A. Real Estate

The parties own no real estate to divide.

The parties own real estate located at:

_____. The Parcel Number of the real estate is _____. The legal description of the real estate is as follows: _____.

The parties agree as follows regarding the real estate:

The Petitioner's separate real estate is located at:

_____. The Parcel Number of the real estate is _____. The legal description of the real estate is as follows:_____.

The Petitioner will keep the real estate. No transfer of the title is required.

The parties agree as follows regarding the real estate:

The Respondent's separate real estate is located at:

_____. The Parcel Number of the real estate is _____. The legal description of the real estate is as follows:_____.

The Respondent will keep the real estate. No transfer of the title is required.

The parties agree as follows regarding the real estate:

B. Household Goods, Furnishings and Personal Property

Each party shall keep any household goods, furnishings, and personal property now in that party's possession, free of any claim of the other.

Except as listed here, each party shall keep the household goods, furnishings, and personal property in that party's possession. The following items need to be delivered to the party not now in possession:

C. Motor Vehicles

Neither spouse owns any motor vehicles

Each party shall retain title to and possession of all motor vehicles, boats, campers and other titled or registered conveyances, now titled or registered in that party's name. The party retaining the vehicle shall be solely responsible for any debt on or expenses regarding that vehicle and hold the other harmless from liability.

Petitioner's separate motor vehicle(s):

Respondent's separate motor vehicle(s):

Except as listed here, each party shall retain title to and possession of all motor vehicles and other forms of titled or registered conveyance. The following agreement is made regarding the motor vehicles:

D. Bank Accounts and Employee Benefits

There are no bank accounts and employee benefits.

Each party shall retain any bank or investment accounts in that party's name as well as any employee benefits, including pension, retirement, stock ownership, 401(k) or other employer plans, free and clear of any claim of the other. There are no joint accounts to be closed and/or divided.

The parties agree to divide their bank accounts and employee benefits as follows:

E. Life Insurance Policies

Each party shall retain any life insurance policies owned by that party, and the parties give up any interest in being named beneficiary of the other's policies.

The parties agree as follows regarding their life insurance policies:

F. Debts

There are no debts.

Each party shall pay those debts in that party's name, and neither party shall incur any debt in the name of or on the credit of the other party. There are no joint debts.

The parties agree as follows regarding their debts:

ARTICLE FOUR. Court Costs and Attorney Fees.

The court costs shall be paid from the deposit made with the Clerk of Courts, and any excess shall be paid by the Petitioner the Respondent or equally within sixty (60) days of the final decree of dissolution or divorce.

Court fees will be waived.

Each party is responsible for any attorney fees incurred by that party, or the parties agree as follows (if left blank, the parties pay their own fees)_____.

ARTICLE FIVE. Complete Settlement.

This Agreement is a full and complete settlement of all spousal support rights and property

rights between the parties, each of whom does, by the provisions of this Agreement, release, satisfy, and discharge all claims and demands against the other, including rights of dower, inheritance, descent and distribution, allowance for year's support, exemption from administration, all rights as surviving spouse, heir, legatee, and next of kin, in the estate of the other, and all rights to administer the estate of the other, and in all property rights that each now has, or may acquire in the future, except as specifically agreed in this Separation Agreement.

This Agreement shall be binding on the parties' heirs, administrators, executors and assigns.

Please both initial to indicate your acceptance of this Article: _____
Petitioner Respondent

ARTICLE SIX. Incorporation into Decree.

It is agreed and understood that this Agreement shall not constitute consent by either party to a divorce or dissolution of marriage; however, in the event that either party files a divorce action or a dissolution proceeding is begun, the parties agree that this entire Agreement shall be disclosed and presented to the Court in that proceeding or in any such proceeding now pending, with the request that it be determined to be fair, just and proper, and that this Agreement and all its terms and provisions be adopted by that Court and made a part of the Order of the Court in its final decree of divorce or dissolution.

Please both initial to indicate your acceptance of this Article: _____
Petitioner Respondent

ARTICLE SEVEN. Implementation of Agreement.

Except as otherwise provided in this Agreement, each party shall, upon the signing of this Agreement, deliver to the other party, or permit the other party to take possession of, all items of property to which each is entitled.

Within fourteen (14) days after the journalization or filing of a decree of dissolution or divorce that incorporates this Agreement, whether modified or amended, each party shall execute or sign

and shall deliver any and all deed, titles, certificates, or other documents necessary to carry out the terms of this Agreement. Upon the failure of either party to deliver any document, this Agreement shall constitute and operate as the properly executed document, and the County Auditor, County Recorder, and Clerk of Courts, and any other public and private officials are hereby authorized and directed to accept this Agreement, or a properly certified copy of it, in lieu of the document regularly required for such conveyance or transfer.

Please both initial to indicate your acceptance of this Article: _____
Petitioner Respondent

ARTICLE EIGHT. Full Knowledge and Disclosure.

Each party acknowledges that he or she has read all the terms and conditions of this Agreement and understands all the terms.

Each party further represents that he or she has made a full and disclosure of assets and liabilities, earnings and benefits, so that the other party could take that into account in negotiating this Agreement. Each party further represents that he or she is satisfied with the disclosure made by the other party.

Please both initial to indicate your acceptance of this Article: _____
Petitioner Respondent

ARTICLE NINE. Modification of Agreement.

This Agreement may only be modified in writing, and any modification must be signed by both parties. No waiver or breach of any one term shall be considered a waiver of any other duty or right under this Agreement, including any subsequent breach or default of a similar nature.

Please both initial to indicate your acceptance of this Article: _____
Petitioner Respondent

SIGNATURES AND DATES

Signature of Petitioner

Printed Name of Petitioner

Date Signed

STATE OF CALIFORNIA)
ACKNOWLEDGMENT)
COUNTY OF _____)

THIS IS TO CERTIFY that on the ____ day of _____, 20____,
before me, the undersigned Notary Public in and for the State of California, duly
commissioned and sworn as such, personally appeared _____, known
to me and to me known to be the individual described in and who executed the foregoing
agreement, and he/she acknowledged to me, under penalty of perjury, that the facts stated therein
are true and correct to the best of his/her knowledge and that he/she signed the same freely and
voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first
hereinabove written.

Notary Public in and for California
My Commission Expires:

Signature of Respondent

Printed Name of Respondent

Date Signed

STATE OF CALIFORNIA)
ACKNOWLEDGMENT)
COUNTY OF _____)

THIS IS TO CERTIFY that on the ____ day of _____, 20____,
before me, the undersigned Notary Public in and for the State of California, duly
commissioned and sworn as such, personally appeared _____, known
to me and to me known to be the individual described in and who executed the foregoing
agreement, and he/she acknowledged to me, under penalty of perjury, that the facts stated therein
are true and correct to the best of his/her knowledge and that he/she signed the same freely and
voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first
hereinabove written.

Notary Public in and for California
My Commission Expires: