

Sample Separation Agreement for Joint Petition for Divorce

Produced by the Suffolk Probate & Family Court Community Outreach Program—Richard Iannella, Register

READ THIS:

Information provided in this packet IS NOT LEGAL ADVICE, it is information. This information is not a substitute for a competent lawyer.

When you sign a legal document or file any papers in court, it can seriously affect you in the future. You should always try to get legal advice before filing documents.

Bar Association lawyer referral services are listed in our brochure "Legal Resources in and around Suffolk County." Also listed are free legal service providers. You may be eligible for help.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

DOCKET NO. _____

SAMPLE
and
SAMPLE

_____, Co-Petitioner

_____, Co-Petitioner

Separation Agreement

(G.L. c. 208, § 1A)

The Wife is _____
(Name of Wife)

The Husband is _____
(Name of Husband)

Together, the Husband and the Wife may be referred to as "the parties."

The Husband and the Wife were married on _____
(Date of Marriage)

in _____,
(City or Town of Marriage) (State or Country of Marriage)

The following children were born to the Wife after the parties were married:

_____ born on _____
(Name of First Child) (Date of Birth)

_____ born on _____
(Name of Second Child) (Date of Birth)

_____ born on _____
(Name of Third Child) (Date of Birth)

_____ born on _____
(Name of Fourth Child) (Date of Birth)

_____ born on _____
(Name of Fifth Child) (Date of Birth)

The marriage of the parties has irretrievably broken down and, as a result, the parties have filed a joint petition for divorce in the Suffolk Probate and Family Court.

(Wife's Initials) (Husband's Initials)

1. This Agreement is entered into in the Commonwealth of Massachusetts, and the parties agree that it shall be governed by the laws of the Commonwealth of Massachusetts.
2. The Wife agrees that she understands that she had the right to consult with a lawyer of her choosing before signing this Agreement.
3. The Husband agrees that he understands that he had the right to consult with a lawyer of his choosing before signing this Agreement.
4. The parties have included in this Agreement their entire understanding. No spoken or written statement outside of this Agreement was relied on by either party in signing this Agreement.
5. If, after this Agreement is signed by both parties, a judgment is entered in any divorce proceeding in any court brought by the Husband or by the Wife against the other, then this Agreement shall be incorporated in and made a part of that judgment. In addition to being incorporated in the judgment,
 - this Agreement shall merge in the judgment so that it will not remain as an independent contract. If there is a material change of circumstances in the future, the Court will be able to modify the terms.
 - this Agreement shall survive as an independent contract. Even if there were a material change of circumstances in the future, the Court would not be able to modify the terms unless there were countervailing equities.
 - this Agreement shall survive as an independent contract except for those parts of the Agreement which deal with the child(ren) of the parties. The parts of the Agreement which deal with the child(ren) of the parties shall merge in the judgment. If there is a material change of circumstances in the future regarding the child(ren), the Court will be able to modify the terms regarding the child(ren). For the other parts of the Agreement, even if there were a material change of circumstances in the future, the Court would not be able to modify those terms unless there were countervailing equities.
 - this Agreement shall survive as an independent contract except for those parts of the Agreement which deal with alimony. The parts of the Agreement which deal with alimony shall merge in the judgment. If there is a material change of circumstances in the future regarding the need for alimony, the Court will be able to modify the terms regarding alimony. For the other parts of the Agreement, even if there were a material change of circumstances in the future, the Court would not be able to modify those terms unless there were countervailing equities.
6. The Husband is responsible for his own legal fees and costs in these proceedings up to the present.

(Wife's Initials)

(Husband's Initials)

7. The Wife is responsible for her own legal fees and costs in these proceedings up to the present.
8. The following exhibits are attached to this Agreement and are part of this Agreement. Exhibits A, B, C, D, E
9. The Husband signs this agreement freely and voluntarily.
10. The Wife signs this agreement freely and voluntarily.

(Date)

SAMPLE

(Date)

(Signature of Husband)

(Signature of Wife)

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

Date: _____

Then personally appeared the above named _____
(Name of Husband)
and made oath that the foregoing was his free act and deed.

Before me _____
Notary Public

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

Date: _____

Then personally appeared the above named _____
(Name of Wife)
and made oath that the foregoing was her free act and deed.

Before me _____
Notary Public

My commission expires: _____

Exhibit A

Division of Marital Property

Real Estate:

The Husband and the Wife own no real estate.

Personal Property: *(Personal property includes, but is not limited to, cash, pensions, retirement plans, bank accounts, stocks, bonds, mutual funds, furniture, cars, boats, trailers, jewelry and collections)*

The Husband and the Wife have already divided between themselves all of their personal property and they are satisfied that the division was fair.

(Wife's Initials)

(Husband's Initials)

Exhibit B

Alimony

The Husband gives up and waives all rights he has to past, present or future alimony from the Wife; and the Wife gives up and waives all rights she has to past, present or future alimony from the Husband.

SAMPLE

(Wife's Initials)

(Husband's Initials)

Exhibit C

Health Insurance

- The Husband will be responsible for his own health insurance. The Wife will be responsible for her own health insurance.

- The Husband will provide health insurance for the Wife so long as it the coverage is available to him at no additional cost. If there is an additional cost for the Wife's coverage, the Wife may keep the coverage provided she pays the additional cost. The Husband will promptly notify the Wife in writing of any change in coverage or cost.

- The Wife will provide health insurance for the Husband so long as it the coverage is available to her at no additional cost. If there is an additional cost for the Husband's coverage, the Husband may keep the coverage provided he pays the additional cost. The Wife will promptly notify the Husband in writing of any change in coverage or cost.

- The Husband will be responsible for his uninsured medical and dental expenses.

- The Wife will be responsible for her uninsured medical and dental expenses.

- The Husband will provide health insurance for each child of the parties so long as any child support is payable for the child.

- The Wife will provide health insurance for each child of the parties so long as any child support is payable for the child.

- The Husband and the Wife will each pay one-half of any reasonable uninsured medical or dental expenses of each child of the parties so long as any child support is payable for the child.

SAMPLE

(Wife's Initials)

(Husband's Initials)

Exhibit D

Child Custody and Visitation

Custody:

The Husband and the Wife shall have joint legal custody of the minor child(ren) of the parties, and the Husband shall have physical custody.

The Husband and the Wife shall have joint legal custody of the minor child(ren) of the parties, and the Wife shall have physical custody.

The Husband shall have sole legal and physical custody of the minor child(ren) of the parties.

The Wife shall have sole legal and physical custody of the minor child(ren) of the parties.

Visitation:

The Husband shall have the following visitation with the child(ren): _____

The Wife shall have the following visitation with the child(ren): _____

(Wife's Initials)

(Husband's Initials)

Exhibit E

Child Support

The Husband shall pay child support to the Wife in the amount of \$_____ per week, by wage assignment.

The Wife shall pay child support to the Husband in the amount of \$_____ per week, by wage assignment.

The Husband may claim _____ the child(ren) of the parties as a dependant(s) on his income tax returns.

The Wife may claim _____ the child(ren) of the parties as a dependant(s) on her income tax returns.

The Husband shall maintain in full force and effect his present life insurance on his life with the child(ren) of the parties, or a trust for the benefit of the child(ren) of the parties, as beneficiary. The insurance shall be kept in effect for so long as any child support is payable for a child of the parties.

The Wife shall maintain in full force and effect her present life insurance on her life with the child(ren) of the parties, or a trust for the benefit of the child(ren) of the parties, as beneficiary. The insurance shall be kept in effect for so long as any child support is payable for a child of the parties.

(Wife's Initials)

(Husband's Initials)

Exhibit ____

SAMPLE

SAMPLE

(Wife's Initials)

(Husband's Initials)