

MARITAL SEPARATION AGREEMENT

I. PREAMBLE

THIS AGREEMENT, made and entered into [DATE], by and between [NAME], hereinafter referred to as The Husband, and [NAME] hereinafter referred to as The Wife.

WITNESSETH:

MARRIAGE

WHEREAS, the parties hereto were married on [DATE], in [PLACE], and have been and are now Husband and Wife.

CHILDREN

WHEREAS, [NUMBER] children have been born as issue of this marriage, to-wit: [NAME], born [DATE], and [NAME], born [DATE], and there are no other children born or conceived of this marriage.

PHYSICAL SEPARATION

WHEREAS, the parties, in consequence of disputes and irreconcilable differences, have separated on or about [DATE], and are currently living separate and apart from each other, and have voluntarily and mutually agreed to continue to live separate and apart.

AGREEMENT

WHEREAS, the parties intend this agreement to be an amicable settlement by contract of temporary arrangements arising out of their marital separation and not as an inducement for, or agreement to procure, a divorce.

CONSIDERATION

NOW THEREFORE, in consideration of the mutual promises herein made and of acts to be performed by them, the parties have agreed and by these presents do agree as follows:

II. SEPARATION OF THE PARTIES

SEPARATE LIVES

The parties may and shall at all times hereafter live and continue to live separate and apart. Each shall be free from interference, authority, and control, direct or indirect, by the other as fully as if he or she was single and unmarried. Subject to the provisions

MARITAL SEPARATION AGREEMENT

of this agreement, each may reside at such place or places as he or she may select. The parties shall not molest each other or compel the other to cohabit or dwell with him or her by any legal or other proceedings for restitution of conjugal rights or otherwise.

RECONCILIATION

Even if the parties reconcile and resume living as Husband and Wife, this agreement shall nevertheless continue in full force and effect unless and until both parties execute a notarized agreement expressly modifying or rescinding this agreement. No failure to enforce any provision of this agreement for any period of time shall constitute a waiver of such provision.

RIGHT OF DIVORCE RESERVED

Nothing contained in this agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

TEMPORARY NATURE OF AGREEMENT

This agreement is designed to be temporary in nature and is subject to modification or replacement by court order. Neither party is bound to limit their requests for relief by a court of competent jurisdiction to the terms set forth in this agreement.

III. CHILD CUSTODY AND VISITATION

The custody of the minor Child of the parties, namely, [NAME], shall be shared jointly by Husband and Wife. The parties agree that although the Child may reside with the Wife, both parties shall exercise joint care and control of the Child and both parents may visit said minor Child at any and all reasonable times and places. The parties hereto represent and agree that the welfare of the Child shall be the major factor governing all aspects of custody and visitation rights and it is further understood that nothing contained herein shall constitute an abandonment of the said Child by either of the parties. The parties agree to consult one another with regard to any and all major decisions affecting the health, education, and welfare in the best interests of said Child.

The Wife shall be referred to herein as the Custodial Parent. The Husband shall be referred to as the Non-Custodial Parent. The Custodial Parent agrees to consult with the Non-Custodial Parent on such matters as major medical treatments and selection of schools for the Child to promote the best interests of the Child. The Custodial Parent shall exercise final determination over these matters.

VISITATION

The Non-Custodial Parent shall have the right to visit the Child at all reasonable times and places. The Non-Custodial Parent shall have the privilege during these

MARITAL SEPARATION AGREEMENT

times, to take the Child home or on outings and excursions, and with the Custodial Parent's prior consent visit the Child in their home. The Non-Custodial Parent shall be responsible to pick up the Child and ensure the Child's return. The Non-Custodial Parent shall be responsible for costs of transporting the Child for visitation purposes. Proper advance arrangements shall be made by the Non-Custodial Parent with respect to the exercise of these visitation rights.

IV. CHILD SUPPORT

AMOUNT

Commencing on [DATE], the Husband agrees to pay to the Wife to be used solely for the benefit of such Child the sum of \$[NUMERICAL AMOUNT] ([AMOUNT IN WORDS]) per month for the support and maintenance of the minor Child. Such child support payments shall continue for the Child so long as the Child resides and lives with the Wife until the Child reaches the occurrence of the emancipation event as stated in this agreement, or until this agreement is superseded by a court order regarding child support.

MODIFICATION

The parties further acknowledge that the child support required by this agreement is only subject to modification by a court of competent jurisdiction in the best interests of the children. To assist the court in any subsequent action concerning child support, the amount of child support stated herein was predicated on the present income of the parties at the time of this agreement of \$6,700.00 (Six Thousand Seven Hundred Dollars and No Cents) per month gross for the Husband and \$1,100.00 (One Thousand One Hundred Dollars and No Cents) per month gross for the Wife.

V. HEALTH CARE

MEDICAL

The parties acknowledge that the Child will remain covered under the current medical insurance coverage for so long as she qualifies for such coverage.

It is further mutually agreed by and between the parties that the Wife will comply to the maximum extent possible with the provisions of the medical insurance plan for the care of the minor Child. The Wife specifically agrees to maintain all records and receipts required by said medical insurance plan and to prepare whatever forms are required for obtaining reimbursement for medical care and treatment for the minor Child.

The parties agree that the Husband shall pay 100% of the annual medical insurance plan deductible. The parties also agree that the Husband shall pay 100% of the cost share, excess charges, and uninsured medical expenses including, but not limited to, medical, hospitalization, medication, mental health and optometry for the

Separation Agreement

MARITAL SEPARATION AGREEMENT

period of time that the Child is the Husband's dependent for the purpose of medical care. The Wife is responsible for paying the balance of these costs.

DENTAL

The Husband agrees to provide dental insurance coverage for the Child, or to otherwise pay for necessary routine or emergency dental care.

VI. EMANCIPATION EVENT

With respect to a child, an emancipation event shall be deemed to occur upon the earliest happening of any of the following:

1. Reaching the age of 19 years or graduation from high school, whichever occurs first, except in the case of a handicapped child;
2. Marriage;
3. Death;
4. Entry into the Armed Forces of the United States, however, if the child is discharged from the service before his/her nineteenth birthday, an emancipation event will not have been deemed to-occur except for the period of actual service in the armed force;
5. Engaging in full-time employment other than during vacation and summer periods;
6. Engaging in part-time employment, if not a student.

For the purposes of this agreement, a handicapped child shall mean one who is physically or mentally incapable of continuous self-support, as opposed to unwilling to support himself or herself at the age of nineteen years and thereafter. During the period of time the handicapped child is engaged in full or part-time employment, the obligation of the Husband for child support shall be reduced by the amount of the handicapped child's net income; but upon the termination of such employment, the Husband's obligation shall continue in full effect.

VII. SPOUSAL SUPPORT

AMOUNT

The Husband agrees to pay to the Wife for support and maintenance the sum of \$800 (Eight Hundred Dollars and No Cents) per month until further order of a court.

If The Husband suffers a substantial, adverse, and involuntary change of

MARITAL SEPARATION AGREEMENT

financial circumstances, making his support obligations under this agreement inequitable or a substantial hardship for him, the parties shall negotiate a modification of his obligations, consistent with their then-existing financial circumstances. This obligation is also subject to modification by a court of competent jurisdiction.

VIII. MARITAL DEBTS

Both parties agree that they have not at the time of this agreement and will not in the future incur any debts or make any contracts for which the other shall be liable and each further covenants to save the other, or their estate, free, harmless and indemnified of and from all such debts and liabilities.

IX. TAX MATTERS

ANNUAL RETURNS

The parties agree to file joint federal and state income tax returns for the Tax Year 2014, and for any subsequent year during which they shall be Husband and Wife and entitled under the applicable laws and regulations to file joint returns, provided that such filing results in a lesser combined tax than would result from separate filing. Each party shall pay that proportionate share of the tax due as shall be attributable to his or her respective earnings or income and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. Any refund that is realized as a result of a joint return shall be divided proportionately between the parties.

X. COUNSEL FEES

The parties agree to divide equally all court costs in connection with any divorce action which may be instituted at any time in the future between the parties hereto. Each party will pay his or her own attorney's fee. Each party hereby releases the other from any further obligations to pay any other or further counsel fees for each other or on each other's behalf in connection with any matter, except for the costs of the enforcement of the terms of this agreement in the event of one party's non-compliance, in which case the non-complying party shall be responsible for all reasonable expenses incurred in enforcement.

However, if any suit or action is brought to declare or to enforce the rights of one of the parties under this agreement, the court may in its sound discretion award attorney fees and costs to the prevailing party; and the court shall make such an award if the suit or action is brought successfully to enforce a child or spousal support obligation. Although this is not an agreement to obtain a divorce, it is understood that the parties will be responsible for their own counsel fees and costs in any subsequent divorce action or other proceeding brought by either party.

XI. ENTIRE AGREEMENT

MARITAL SEPARATION AGREEMENT

Both the legal and practical effect of this agreement in each and every respect and the financial status of the parties have been fully explained to both parties by legal counsel of each party's independent choice, and both parties acknowledge that the agreement is fair and is not the result of an fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon either, and they further agree that this agreement contains the entire understanding of the parties, there being no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

XII. COUNSEL

Both parties represent and acknowledge that they have been represented by counsel and have consulted with counsel prior to the execution of this agreement and have read and fully understand each and every provision of this agreement.

The parties have reached agreement on the matters contained herein only after receiving advice from counsel on every question either of them have raised. Issues discussed by each party include legal rights and obligations under State and Federal law and the legal effect of each clause in this agreement.

Husband's attorney throughout the negotiation of this agreement has been [ATTORNEY'S NAME AND RANK, IF APPROPRIATE].

Wife's attorney throughout the negotiation of this agreement has been [ATTORNEY'S NAME AND RANK, IF APPROPRIATE].

XIII. EXECUTION

This agreement consisting of 7 typewritten pages is executed in duplicate, each of which shall be deemed to constitute an original once executed.

The parties have been advised and are aware that this agreement shall not be binding on either party unless it is duly executed by both parties.

XIV. ACKNOWLEDGMENT

MARITAL SEPARATION AGREEMENT

ACKNOWLEDGMENT BY HUSBAND

IN WITNESS WHEREOF, I have at _____ this day of _____, set my hand and seal to this separation agreement, the pages hereof bearing my initials.

Husband's name

WITH THE UNITED STATES ARMED FORCES

at _____

On this day of _____ before me personally appeared [NAME] known to me to be the person whose name is subscribed to the foregoing separation agreement, and he acknowledged to me that he voluntarily executed the same for the purposes therein contained. This acknowledgement is executed in my official capacity under the authority granted by Title 10, United States Code, Section 1044a, which also states that no seal is required on this acknowledgement.

Witness my hand and official seal on this day of _____ .

MARITAL SEPARATION AGREEMENT

ACKNOWLEDGMENT BY WIFE

IN WITNESS WHEREOF, I have at _____ this day of _____, set my hand and seal to this separation agreement, the pages hereof bearing my initials.

Wife's name

WITH THE UNITED STATES ARMED FORCES at Yokota, Japan

On this day of _____ before me personally appeared [NAME] known to me to be the person whose name is subscribed to the foregoing separation agreement, and she acknowledged to me that she voluntarily executed the same for the purposes therein contained. This acknowledgement is executed in my official capacity under the authority granted by Title 10, United States Code, Section 1044a, which also states that no seal is required on this acknowledgement.

Witness my hand and official seal on this day of _____ .
