

DIVORCE AND SEPARATION AGREEMENT

Parties: _____

Petitioner Information:

Full Name: _____

Date of Birth: _____

Address: _____

Phone/Email: _____

Respondent Information:

Full Name: _____

Date of Birth: _____

Address: _____

Phone/Email: _____

Marriage Information:

Date of Marriage: _____

Place of Marriage: _____

Date of Separation: _____

Children of the Marriage:

Names and Dates of Birth: _____

Division of Property and Debts:

The parties agree to divide all property, assets, and debts acquired during the marriage as follows: Each party shall retain sole ownership of the property listed on their respective attached schedules. Marital debts shall be allocated between the parties as outlined in the attached schedules. Each party waives any claims to the other's separate property acquired before marriage or by gift or inheritance.

Spousal Support (Alimony):

The parties agree that spousal support shall be paid as follows: ___ (amount) per ___ (time period), commencing upon execution of this Agreement and continuing until further order of the court or by mutual written agreement. Both parties waive any other claims for spousal support except as stated herein.

Child Custody and Visitation:

The parties agree to joint legal custody of the minor children referenced above, with the following primary physical custody arrangement: ___ (describe custody arrangement). Visitation rights for the non-custodial parent shall be as follows: ___ (describe visitation schedule). Both parties agree to act in the best interests of the children at all times.

Child Support:

The parties agree that child support shall be paid in accordance with the applicable state child support guidelines, with payments to be made by ___ (party responsible) in the amount of ___ per ___ (time period). Support payments shall continue until the child reaches the age of majority, becomes emancipated, or as otherwise ordered by the court.

Health Insurance and Medical Expenses:

The parties agree that health insurance for the minor children shall be provided by ___ (party providing insurance). Uninsured medical, dental, orthodontic, psychological, and other health-related expenses shall be shared as follows: ___ (allocation).

Taxes:

The parties agree to cooperate in preparing and filing all relevant tax returns, and to allocate any refunds or liabilities in accordance with the terms of this Agreement and applicable law.

Waiver of Rights:

Except as expressly provided in this Agreement, each party hereby waives and relinquishes any and all rights, claims, and interests in the other party's property, income, or benefits.

Mutual Release:

Each party releases the other from any further claims, demands, or causes of action arising from the marriage or its dissolution, except as provided in this Agreement.

Legal Compliance and Enforcement:

This Agreement is intended to be a legally binding and enforceable contract under the laws of the United States and the applicable state. The parties acknowledge that they have had the opportunity to consult with independent legal counsel regarding this Agreement.

Entire Agreement; Amendments:

This Agreement contains the entire understanding of the parties and supersedes all prior negotiations and agreements. No amendments or modifications shall be effective unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

Dispute Resolution:

Any disputes arising under or related to this Agreement shall be resolved through mediation or arbitration, as mutually agreed by the parties, prior to seeking relief in any court.

Execution and Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

PETITIONER'S SIGNATURE

RESPONDENT'S SIGNATURE

Signature: _____

Signature: _____

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