

(REVISED 5/01)

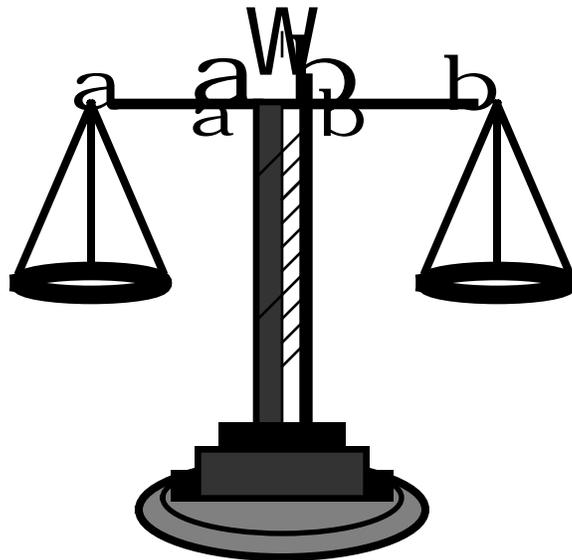
HAMPSHIRE PROBATE AND FAMILY COURT

12

SAMPLE SEPARATION

AGREEMENT

(For Parties With No Minor Children)



ALERT

READ THIS CAREFULLY

BEFORE USING THE SEPARATION AGREEMENT FORM

This prototype Separation Agreement was prepared by the Court as a service to those who must submit a written agreement with their uncontested no-fault divorce but cannot afford the assistance of an attorney. Even though it has been reviewed by attorneys and judges, you must be aware that:

1. A separation agreement is a very important document. It will establish permanent rights and obligations between you. This form provides basic provisions but may not be sufficient for your particular needs.
2. Some parts of divorce law are detailed and technical. It is your responsibility to make sure that your separation agreement is complete and that it conforms to the law and to your own needs BEFORE you file it with the Registry.
3. If the agreement is incomplete or contains inconsistent provisions or is not in accord with the law, the judge at the hearing may ask you to make changes in the agreement or may reject it altogether. The judge could also reject all or part of the agreement if he or she believes that you don't understand it.
4. Even if you cannot afford legal representation to prepare the separation agreement and appear in court with you, we strongly urge you to have an attorney review any agreement BEFORE you sign it so that you can understand it fully. It is best if a separate attorney reviews the agreement for each of you.

[PLEASE PRINT OR TYPE]

**COMMONWEALTH of MASSACHUSETTS
The Trial Court
Probate and Family Court Department**

Hampshire, ss.

Docket No. _____

_____ Plaintiff/Petitioner

_____ Defendant/Petitioner

SEPARATION AGREEMENT APPLICABLE TO ALL DIVORCES

AGREEMENT made between _____
(Name of Husband)

of _____
(Street Address) (City/Town, State, Zip)

(referred to as the Husband), and _____
(Name of Wife)

of _____
(Street Address) (City, Town, State, Zip)

(referred to as the Wife.)

The Husband and Wife were married in _____
(City/Town & State)

on ____/____/____ and last lived together as Husband and Wife at _____
(Date of Marriage) (Street Address)

_____ on ____/____/____
(City/Town, State) (Date of Separation)

- No children were born of this marriage.
- None of the children born of this marriage are under the age of eighteen years or are dependent on the parties for support
- The following dependent child[ren] was/were born of this marriage (list names and dates of birth on the following page):

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- 1) _____ date of birth ____ / ____ / ____
- 2) _____ date of birth ____ / ____ / ____
- 3) _____ date of birth ____ / ____ / ____
- 4) _____ date of birth ____ / ____ / ____
- 5) _____ date of birth ____ / ____ / ____
- 6) _____ date of birth ____ / ____ / ____

This Separation Agreement is made in order to settle and determine:

- a) the property and support rights of the husband and wife; and
- b) the care, custody, support, maintenance and education of the minor and/or dependent child[ren] of this marriage (attach Schedule A); and
- c) all other rights and obligations arising from the marital relationship.

In consideration of the mutual promises contained in this Separation Agreement, the Husband and Wife agree that:

PROPERTY DIVISION AND DEBTS

A. Real Estate:

- Neither party holds any interest in real estate.
- The parties have already divided their interest in the marital home located at: _____
- The disposition of the parties' real estate shall be as follows: _____

B. Personal Property:

The parties hereby agree that:

- there has been a full and satisfactory division of all other personal property and each party shall hold full right, title and interest in all items of personal property now in his/her possession.

- Husband shall have full right, title and interest in the following items:

- Wife shall have full right, title and interest in the following items:

C. Pension/Retirement Benefits:

- The parties have no retirement or pension benefits to be divided.
- The retirement or pension benefits of the parties shall be divided as follows: _____

D. Stocks/Bonds

- The parties have no interest in stocks or bonds.
- The stocks and bonds of the parties shall be divided as follows:

E. Bank Accounts:

The parties hereby agree that the:

- Husband shall have full right, title and interest in the following bank accounts: _____
- Wife shall have full right, title and interest in the following bank accounts: _____

F. Debt:

- The Husband will be responsible for his individual debts and liabilities as listed on his financial statement dated ____/____/____
 - The Wife will be responsible for her individual debts and liabilities as listed on her financial statement dated ____/____/____
 - The marital debts of the parties shall be paid as follows: _____
- _____
- _____
- _____

ALIMONY

- Each party hereby waives past and present alimony from the other and reserves the matter of future alimony for consideration by the Court should the need arise.
 - Each party hereby waives past, present, and future alimony from the other.
 - The _____ shall pay to the _____ the sum of \$_____ each and every week, beginning - ____/____/____, - as alimony. Payments of alimony shall end:
 - on ____/____/____
 - when the following event(s) occur(s): _____
- _____

HEALTH INSURANCE FOR PARTIES

The Wife's health insurance coverage will be provided:

- by the Wife
- by the Husband
- by the Husband for so long as it is available to him, and if there is any additional cost to continued coverage for the insurance:
 - the additional out of pocket cost shall be paid by - Husband - Wife
 - the Wife shall have the option of choosing to provide her own health insurance coverage and shall notify the Husband in writing if she elects to do so

The Husband's health insurance coverage will be provided:

- by the Husband
- by the Wife
- by the Wife for so long as it is available to her, and if there is any additional cost to continued coverage for the insurance:
 - the additional out of pocket cost shall be paid by - Husband - Wife
 - the Husband shall have the option of choosing to provide his own health insurance coverage and shall notify the Wife in writing if he elects to do so

The cost of all reasonable uninsured and unreimbursed medical, dental, hospital, optical, prescription medication and therapeutic counseling services for the Wife shall be paid:

- by the Wife ____ % by Wife; ____% by Husband

The cost of all reasonable uninsured and unreimbursed medical, dental, hospital, optical, prescription medication and therapeutic counseling services for the Husband shall be paid:

- by the Husband ____% by Husband; ____% by Wife

The part of your Separation Agreement involving health care coverage is an important provision. A guide has been developed by Health Law Advocates (HLA) and the Massachusetts Attorney General's Office to inform divorce litigants of their health insurance rights and options. "Staying Healthy: A Guide to Keeping Health Insurance After Divorce" is available at the Probate Court or on the internet at www.hla-inc.org/public/staying_health02.pdf.

LIFE INSURANCE

- The Husband shall maintain life insurance in the face amount of:
\$ _____ , naming _____ as the beneficiary, and shall be required to keep the life insurance in effect until _____
- The Wife shall maintain life insurance in the face amount of:
\$ _____ , naming _____ as the beneficiary, and shall be required to keep the life insurance in effect until _____
- Neither party shall be required to maintain life insurance for the benefit of the -other.

OTHER PROVISIONS

GOVERNING LAW

This Separation Agreement shall be construed and governed according to the laws of the Commonwealth of Massachusetts.

FULL DISCLOSURE OF ASSETS AND LIABILITIES

The Husband and Wife hereby represent that they have each made full disclosure to the other party of their individual assets. Each party represents that s/he has provided the other with a current financial statement on the form promulgated pursuant to Supplemental Probate Court Rules, Rule 401, which discloses fully and completely all of her/his income, expenses, assets and liabilities. By executing this Separation Agreement, the parties represent that the terms and provisions of this agreement are fair, just and reasonable and are not the product of fraud, coercion or undue influence, and that each signs this agreement freely and voluntarily.

SUBMISSION OF AGREEMENT TO COURT

The Husband and Wife each agree that this Separation Agreement shall be submitted to the Hampshire Division of the Probate and Family Court for a judge's approval of the terms and entry of a Judgment of Divorce.

The parties further agree that the terms and provisions of this Separation Agreement shall be: (Choose one of the following)

- incorporated and merged into the Judgment of Divorce Nisi of the Court.
- incorporated, but not merged, into the Court's judgment, and shall survive and remain as an independent contract, except for the terms and provisions relating to the care, custody, support and education of the minor child[ren], (attach Schedule A) which terms and provisions shall merge in said Judgment.
- incorporated, but not merged, into the Judgment of Divorce Nisi, and shall remain as an independent contract between the parties.

EXECUTION

Signed on _____
(Date)

(Husband)

Signed on _____
(Date)

(Wife)

Commonwealth of Massachusetts

_____, ss.

Date: _____

Then personally appeared the above-named _____, and acknowledged that - he - she - signed this separation agreement as - his - her - free act and deed.

Notary Public - My Commission Expires: _____

Commonwealth of Massachusetts

_____, ss.

Date: _____

Then personally appeared the above-named _____, and acknowledged that - he - she - signed this separation agreement as - his - her - free act and deed.

Notary Public - My Commission Expires: _____