

Separation Agreement, NJ

This Separation Agreement and Property Settlement Agreement ("**Agreement**") is made on by and between the parties below:

Spouse A

Spouse B

Spouse A and Spouse B are referred to together as the "**Parties**."

WHEREAS, the Parties were married on in ;

WHEREAS, the Parties separated on or about and intend to live separately and apart;

WHEREAS, child(ren) were born of or adopted during the marriage:

WHEREAS, the Parties wish to resolve their respective rights and obligations arising from their marriage, including parenting, support, property, and debt; and

WHEREAS, each Party enters into this Agreement voluntarily, after having had the opportunity to seek independent legal advice.

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. Purpose and Effect of Agreement

This Agreement sets out the Parties' agreement concerning their separation and the settlement of matters arising from their marriage. The Parties intend this Agreement to be binding upon execution. If either Party files for divorce, the Parties may ask the court to incorporate this Agreement into a final judgment of divorce to the extent permitted by law.

2. Separate Living Arrangements

The Parties may live separately and independently. Neither Party shall interfere with the other Party’s personal privacy, residence, employment, or lawful activities. Neither Party shall incur debts, obligations, or liabilities in the other Party’s name without that Party’s written consent.

3. Disclosure of Financial Information

Each Party represents that they have provided the other with a fair and complete disclosure of their income, assets, debts, expenses, and other financial circumstances relevant to this Agreement. Each Party acknowledges having had a reasonable opportunity to request additional information and to investigate the other Party’s financial disclosures.

Each Party enters this Agreement in reliance on the disclosures made and on their own independent judgment. A material intentional misrepresentation or concealment may affect the enforceability of the affected provision.

4. Parenting and Legal Custody

The Parties shall share legal custody of their child(ren). They shall consult in good faith and make joint decisions regarding major issues affecting the child(ren), including non-emergency medical care, education, religious upbringing, and significant extracurricular activities.

The child(ren)’s primary residence shall be with at . The other parent shall have parenting time as provided in the Parenting Time clause.

Nothing in this Agreement limits either Party’s right to seek a court order concerning custody or parenting time when necessary to protect the best interests of the child(ren).

4. Parenting and Legal Custody

The Parties shall follow the following parenting-time schedule:

Regular weekly schedule:

School breaks:

Summer schedule:

Communication:

Each Party shall encourage a positive relationship between the child(ren) and the other Party. Neither Party shall make disparaging statements about the other Party in the presence of the child(ren) or permit others to do so.

6. Child Support

[] shall pay child support to [] in the amount of \$ [] per [], beginning on []. Payments shall be made by [] and shall continue as required by applicable law or a subsequent court order.

The Parties acknowledge that child-support obligations are subject to New Jersey law and may be reviewed or modified by a court when legally appropriate. The Parties shall exchange information reasonably needed to determine or review child support, including income information and documentation of qualifying child-related expenses.

7. Health Insurance and Uninsured Medical Expenses

[] shall maintain available health insurance coverage for the child(ren) through []. The Parties shall promptly provide one another with insurance cards, plan information, and notice of any material change in coverage.

Uninsured, unreimbursed, or out-of-pocket medical, dental, vision, counseling, prescription, and similar healthcare expenses for the child(ren) shall be paid as follows: []. The Party seeking reimbursement shall provide supporting documentation within [] days after receiving it. The other Party shall reimburse their share within [] days after receiving the documentation.

8. Education and Child-Related Expenses

The Parties shall share agreed child-related expenses, including childcare, school fees, tutoring, extracurricular activities, and post-secondary educational expenses, as follows: [].

Except in an emergency, neither Party shall obligate the other Party to pay an extraordinary child-related expense without prior written agreement.

9. Spousal Support

shall pay spousal support to in the amount of \$ per , beginning on and ending on . Payments shall be made by .

The Parties acknowledge that any provision concerning spousal support may be subject to applicable law and court review. Any requested change to spousal support shall be made only by a written agreement signed by both Parties or by court order.

10. Marital Residence

The marital residence is located at .

The marital residence shall be . That Party shall be responsible for the mortgage, property taxes, homeowners' insurance, utilities, maintenance, and other costs associated with the property from .

The Parties shall take all reasonable steps necessary to remove the other Party from any mortgage obligation, title obligation, or related liability by . If removal is not completed by that date, the Parties shall .

If the property is sold, the net sale proceeds, after payment of the mortgage, liens, closing costs, and agreed sale expenses, shall be divided as follows: .

11. Division of Personal Property

The Parties have divided, or shall divide, their household furnishings, vehicles, personal effects, and other tangible personal property by .

The following property shall belong solely to Spouse A: .

The following property shall belong solely to Spouse B: .

Each Party shall execute any documents reasonably necessary to transfer title or ownership of property awarded under this Agreement.

12. Bank Accounts, Investments, Retirement Assets, and Business Interests

The Parties shall divide financial accounts, investment accounts, retirement plans, pensions, deferred compensation, business interests, and similar assets as follows:

Asset or Account	Institution or Description	Awarded to	Transfer or Devision Terms

Any retirement-plan division shall be completed through the documents and procedures required by the plan administrator and applicable law. The Parties shall cooperate in good faith to sign and submit all documents needed to carry out the agreed division.

13. Debts and Liabilities

The Parties shall be responsible for debts as follows:

Debt or Liability	Creditor	Approximate Balance	Responsible Party	Payment Deadline or Terms

A Party responsible for a debt shall timely pay it and shall protect the other Party from claims, losses, or expenses arising from that debt. The Parties understand that this Agreement does not change a creditor’s rights unless the creditor separately agrees in writing.

14. Taxes

The Parties shall file their tax returns for as . Any refund or tax liability for that year shall be allocated as follows: .

For future tax years, the Parties shall each be responsible for their own income-tax filings and liabilities. Any tax benefit relating to the child(ren), including a dependency-related tax benefit, shall be claimed by , subject to applicable tax law and any required written release.

Each Party shall provide the other with information reasonably needed to prepare tax returns relating to the marriage, jointly held property, or the child(ren).

15. Insurance

Each Party shall maintain any insurance coverage assigned to that Party under this Agreement. shall maintain life insurance in the amount of \$, naming as beneficiary, for so long as . Upon reasonable request, that Party shall provide proof of coverage.

16. Estate Rights and Beneficiary Designations

Except as expressly provided in this Agreement, each Party waives any claim to inherit from the other Party's estate by reason of the marriage, to the extent permitted by law.

Each Party shall update beneficiary designations, payable-on-death designations, transfer-on-death designations, wills, trusts, and estate-planning documents as necessary to reflect this Agreement, except where this Agreement requires a designation to remain in place.

17. Mutual Release

Except for rights and obligations created by this Agreement, each Party releases the other from claims arising out of the marriage, separation, property, finances, or support that existed before the date of this Agreement and that may lawfully be released.

This release does not apply to the enforcement of this Agreement, rights concerning the child(ren), claims arising from a Party's failure to disclose material information, or matters that cannot legally be waived.

18. Future Cooperation and Non-Interference

Each Party shall sign and deliver documents and take reasonable actions needed to carry out this Agreement. Neither Party shall take action intended to defeat, delay, or impair the other Party's rights under this Agreement.

19. Modification, Enforcement, and Governing Law

This Agreement may be modified only by a written document signed by both Parties or by a court order. Provisions relating to child custody, parenting time, and child support remain subject to the authority of a court as required by New Jersey law.

The laws of the State of New Jersey govern this Agreement. The Parties may seek enforcement of this Agreement in a court with proper authority. Before filing an enforcement action, the Parties shall make a good-faith effort to resolve the dispute directly, unless emergency relief is reasonably necessary.

20. Entire Agreement and Severability

This Agreement contains the Parties' complete agreement concerning the matters addressed in it and replaces prior oral or written discussions concerning those matters.

If a court determines that any provision is invalid or unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law. The Parties intend that any invalid provision be enforced to the extent lawfully possible and otherwise adjusted only as necessary to give effect to the Parties' overall intent.

21. Voluntary Execution

Each Party confirms that they have read this Agreement, understand its terms, and sign it voluntarily. Each Party confirms that they have had the opportunity to consult with an attorney of their choosing and are not relying on the other Party or the other Party's attorney for legal advice.

The Parties intend to be legally bound by this Agreement as of the date first written above.

Signatures

Spouse A

Name

Date

Signature

Spouse B

Name

Date

Signature



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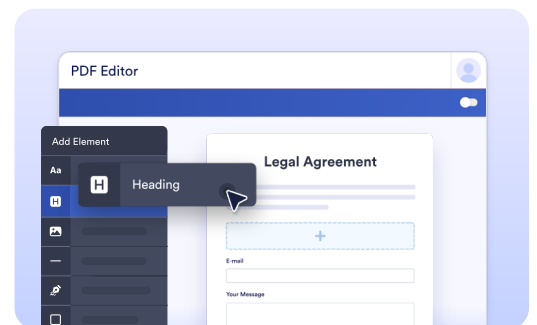
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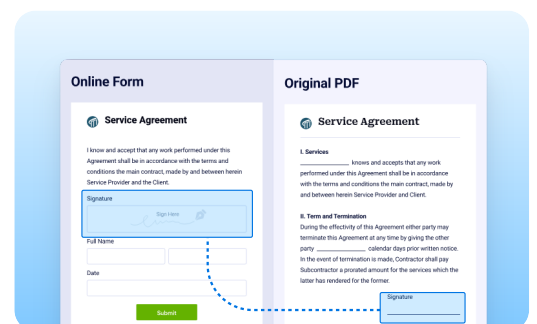
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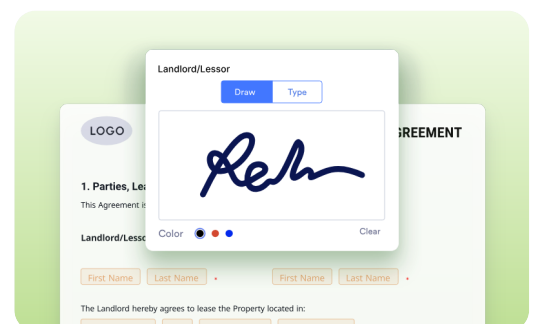
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