

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department

Worcester Division, ss.

Docket No. _____

SEPARATION AGREEMENT

(APPLICABLE TO ALL DIVORCES - without children)

Party A

v.

Party B

AGREEMENT made between _____
(Name of Party A)

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

(referred to as the Party A), and _____
(Name of Party B)

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

(referred to as Party B).

The parties were married in _____
(City/Town, State, Zip)

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

(City/Town) (State) (Zip) on ____/____/____

when an irretrievable breakdown of the marriage occurred.

CHILDREN

No children were born of this marriage or were legally adopted by both parties.

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

- a) the property and support rights of Party A and Party B; 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.

Inconsideration of the mutual promises contained in this Separation Agreement, Party A and Party B agree to the terms contained in this Agreement.

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:

(Street Address, Town, State, Zip Code)
- The parties agree to have the real estate appraised and listed for sale by ____/____/____. The expenses shall be paid by _____ and the proceeds from the sale shall be divided as follows: _____
- Said property is to be sold under the terms and conditions of a short sale. Both parties shall cooperate with all interested parties regarding the listing of the property and sale.
- Said property shall be refinanced by Party A/Party **B** on or before ____/____/____. In the event that Party A/Party B is unable to refinance, then the parties shall:

- Party A/Party B shall remain in the home until ____/____/____, at which time:

B. Personal Property (including motor vehicle, excluding bank accounts):

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 their respective possession.
- The parties have personal property in the possession of the other or a third party. Retrieval of any and all personal property in the possession of the other, or any third party, shall be obtained by ____/____/____ at 5:00 P.M., unless otherwise agreed upon, in writing, by both parties to this agreement. Both parties hereby waive all rights, title and ownership, if any personal property is not claimed by said date and time.
- Party A** shall have full right, title and interest in the following items:

- Party B** 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.
- Party A/Party B shall transfer _____ (*amount or percentage*), adjusted for gains or losses as of the date of transfer, of the _____ account (*name of financial institution and last 4 digits of account #*) to Party A/Party B on _____ (*date*) by a Qualified Domestic Relations Order ("QDRO"). The parties shall cooperate with one another to prepare any and all necessary documents for this transfer. The parties shall equally share the cost of preparation and all other expenses associated with this transfer. Husband/Wife or third-party _____ (*name*) shall be responsible for the preparation of said Qualified Domestic Relations Order.
- Party A and Party B shall each keep their respective retirement accounts as listed in their financial statements dated _____

[] The retirement or pension benefits of the parties shall be divided as follows:

D. Stock /Bonds (list values, shares, division)

- 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:

- Party A** shall have full right, title and interest in the bank accounts and assets (*excluding retirement accounts*) in his/her name and listed on his/her financial statement dated _____/_____/_____ or as follows:

- Party B** shall have full right, title and interest in the bank accounts and assets (*excluding retirement accounts*) in his/her name and listed on his/her financial statement dated _____/_____/_____ or as follows:

- The parties have no joint bank accounts.

F. Debt:

- Party A** will be responsible for his individual debts and liabilities as listed on his financial statement dated _____/_____/_____

- o Party B will be responsible for her individual debts and liabilities as listed on her financial statement dated _____ / _____ / _____
- o The marital debts of the parties shall be paid as follows (creditor, amount owed, division):

ALIMONY

- o Each party hereby waives past and present alimony from the other. Both parties reserve the right to future alimony.
- o Each party hereby waives past, present, and future alimony from the other.
- o Party A - Party B shall pay to Party A - Party B the sum of \$_____ each and every week, beginning _____ / _____ / _____, as alimony.

Payments of alimony shall end:

- o oo _____ / _____ / _____
- o when the following event(s) occur(s):

HEALTH INSURANCE FOR PARTIES

Party A's health insurance coverage will be provided:

- o by Party A
- o by Party B for so long as it is available to him/her, and if there is any additional cost to continued coverage for the insurance:
 - o The additional out of pocket cost shall be paid by Party A / Party B. Payment of the additional cost shall be made on or before _____.
 - OR
 - o Party A shall have the option of choosing to provide his/her own health insurance coverage and shall notify Party B in writing if he/she elects to do so.

Party B's health insurance coverage will be provided:

- o by Party B
- o by Party A for so long as it is available to him/her, and if there is any additional cost to continued coverage for the insurance:
 - o The additional out of pocket cost shall be paid by Party A / Party B. Payment of the additional cost shall be made on or before _____.
 - OR
 - o Party B shall have the option of choosing to provide his/her own health insurance coverage and shall notify Party A in writing if he/she elects to do so. _

UNINSURED MEDICAL EXPENSES FOR EACH PARTY

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

- O By each party for himself/herself.
- O Party A shall pay to Party B _____% of said expenses or \$_____ for Party B.
- O Party B shall pay to Party A _____% of said expenses or \$_____ for Party A.

Copies of all invoices or bills shall be provided to the paying party within _____ days receipt. All payments to be made directly to the other party within _____ days of receipt of the bill(s).

LIFE INSURANCE

- o Party A 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 _____
- o Party B 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 _____
- o Neither party shall be required to maintain life insurance for the benefit of the other.

OTHER PROVISIONS

RESUMING FORMER NAME

- O As requested in the Complaint for Divorce, _____ seeks to resume his/her former name, _____

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

Party A and Party B hereby represent that they have each made full disclosure to the other party of their individual assets. Each party represents that Party A / Party B 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 Party A / Party B's 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

Party A and Party B each agree that this Separation Agreement shall be submitted to the Worcester Division of the Probate & 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 from the following)*

- O incorporated and merged into the Judgment of Divorce Nisi of the Court.
- O incorporated, but not merged, into the Judgment of Divorce Nisi, and shall remain as an independent contract between the parties.
- O 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.
- O 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 alimony and medical insurance *(strike inapplicable term)* which terms and provisions shall merge in said Judgment.

EXECUTION

Signed on _____
(Date)

Party A's Signature

Party A's PRINT NAME

Signed on _____
(Date)

Party B's Signature

Party B PRINT NAME

Commonwealth of Massachusetts

Worcester Division, ss.

Date: _____

Then personally appeared the above-named _____,
(Name)

and acknowledged that HE / SHE signed the foregoing as HIS / HER free act and deed.

Notary Public - My Commission

Expires: _____

Commonwealth of Massachusetts

Worcester Division, ss.

Date: _____

Then personally appeared the above-named _____
(Name)

and acknowledged that HE / SHE signed the foregoing as HIS / HER free act and deed.

Notary Public - My Commission

Expires: _____