(REVISED 5/01)

**HAMPSHIRE PROBATE AND FAMILY COURT**

12

**SAMPLE SEPARATION**

**AGREEMENT**

(For Parties With No Minor Children) 

a b

a b

ab

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 responsibilityto 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.

1. If the agreement is incomplete or contains inconsistent provisions or is not inaccord 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.
2. Even if you cannot afford legal representation to prepare the separationagreement 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 / /

date of birth

2)

date of birth

3)

date of birth

4)

 date of birth

5)

6)

date of birth

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

1. the property and support rights of the husband and wife; and
2. the care, custody, support, maintenance and education of the minorand/or dependent child[ren] of this marriage (attach Schedule A); and
3. 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:

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1. ***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:

1. ***PensionlRetirement 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:

1. **Stocks/Bonds**

The parties have no interest in stocks or bonds.

The stocks and bonds of the parties shall be divided as follows:

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1. ***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:

1. ***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 $

(Husband/Wife) (Husband/Wife) each and every week, beginning - / / , - as alimony.

Payments of alimony shall end: on / / when the following event(s) occur(s):

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# 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.

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# 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.

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# 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:

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### 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: