# Commonwealth of Massachusetts The Trial Court Probate and Family Court Department

Worcester Division, ss.	Docket No.	

# SEPARATION AGREEMENT (APPLICABLE TO ALL DIVORCES) Party A ν. Party B AGREEMENT made between (Name of Party A) (Street Address) (City/Town, State,Zip) (referred to as the Party A), and \_\_\_\_\_\_(Name of Party B) (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\_\_\_\_\_ (Street Address) (Date of Marriage) -on (City/Town) (Zip) (State)

when an irretrievable breakdown of the marriage occurred.

### **CHILDREN**

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

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O	ema	following children born of this marriage, or b incipated because they are under the age of eig 23 years and are dependent on the parties for s	hteen y	
<u>CHI</u>	LD'S I	NAME.		DATE OF BIRTH
D		following children born of this marriage are or ncipated, as he/she/they are no longer depende		
<u>CHI</u>	LD'S N	NAME		DATE OF BIRTH
	This	Separation Agreement is made inorder to s	settle ar	nd determine:
	a)	the property and support rights of Party A	and Part	y B; and
	b)	the care, custody, support, maintenance and	leducati	ion of the minor and/or dependent
		child(ren) of this marriage (attach Schedule	(A); an	d
	c)	all other rights and obligations arising from	the mar	ital 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.

B.

Rea	al Estate:
D	Neither party holds any interest in real estate.
D	The parties have already divided their interest in the marital home located at:
	(Street Address, Town, State, Zip Code)
D	The parties agree to have the real estate appraised and listed for sale 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:
o	Party A/Party B shall remain in the home until/, at which time:
	sonal Property (including motor vehicle, excluding bank accounts): 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.

	D	Party A snail have full right, title and interest in the following tems:
	0	Party B shall have full right, title and interest in the following items:
C.	Pens	ion / Retirement Benefits:
	D	The parties have no retirement or pension benefits to be divided.
	D	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. 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. Party A/Party B or third-party
		shall be responsible for the preparation of said Qualified Domestic Relations Order.
	D	Party A and Party B shall each keep their respective retirement accounts as listed in their financial statements dated
	D	The retirement or pension benefits of the parties shall be divided as follows:

contries have no interest in stocks or bonds.  Stocks and bonds of the parties shall be divided as follows:  Ints:  ereby agree that:  Y A shall have full right, title and interest in the bank accounts and assets and assets and accounts in his/her name and listed on his/her financial ment dated
ereby agree that:  y A shall have full right, title and interest in the bank accounts and assets luding retirement accounts) in his/her name and listed on his/her financial ment dated
ereby agree that:  y A shall have full right, title and interest in the bank accounts and assets luding retirement accounts) in his/her name and listed on his/her financial ment dated
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duding retirement accounts) in his/her name and listed on his/her financial ment dated
by <b>R</b> shall have full right title and interest in the bank accounts, and assets
luding retirement accounts) in his/her name and listed on his/her financial ment dated
parties have no joint bank accounts.
y A will be responsible for his individual debts and liabilities as listed on his cial statement dated /
<b>y B</b> will be responsible for her individual debts and liabilities as listed on her cial statement datedI
narital debts of the parties shall be paid as follows (creditor, amount owed, on):

	the r	ight to f	uture alimony.
O	Each	n party h	ereby waives past, present, and future alimony from the other.
D Party A - Party B shall pay to Party A - Party B the sum			arty B shall pay to Party A - Party B the sum of \$ each and
			beginning I I ,as alimony.
	Payn D D	on	alimony shall end:  I I (date)  the following event(s) occur(s):
Party	A's he	alth inst	HEALTH INSURANCE FOR PARTIES  urance coverage will be provided:
	D	by <b>P</b> a	arty A
	O	by <b>P</b> a	arty B for so long as it is available to him/her, and if there is any additional cost to
		conti	nued coverage for the insurance:
		D	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
		0	<b>Party</b> A shall have the option of choosing to provide his/her own health insurance coverage and shall notify <b>Party B in</b> writing if he/she elects to do so.
Party	B's he	alth insu	rance coverage will be provided:
	D	by Pa	artyB
	O	by <b>P</b> a	arty A for so long as it is available to him/her, and if there is any additional cost to
		conti	nued coverage for the insurance:
		О	The additional out of pocket cost shall be paid by <b>Party</b> A / <b>Party B.</b> Payment of the additional cost shall be made on or before
		О	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.

Each party hereby waives past and present alimony from the other. Both parties reserve

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## 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:

	D	By each party for 1	himself/herself.			
	D	Party A shall pay to	o Party <b>B</b>	% of said expe	nses or \$	_for Party B.
	D	Party B shall pay to	o Party A	% of said expe	nses or \$	_for Party A.
All pay	_		_		party within days ofreceipt of the	
			LIFE INS	<u>URANCE</u>		
0	•	A shall maintain lit ge required to keep t			as the beneficiar	y, and
О	Party B shall maintain life insurance in the face amount of \$					
0	Neithe	r party shall be requi	ired to maintain li	fe insurance for the	ne benefit of the oth	er.
			OTHER PR	OVISIONS		
			RESUMING FO	ORMER NAME		
D		uested in the Compler 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 repreents that Party A I 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 I 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: (*Choosefrom thefollowing*)

- D incorporated and merged into the Judgment of Divorce Nisi of the Court.
- D incorporated, but not merged, into the Judgment of Divorce Nisi, and shall remain as an independent contract between the parties.
- D 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 nd provisions shall merge in said Judgment.
- D 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
Signedon	
(Date)	Party B's Signature
	Party B PRINT NAME
	**************************************
Worcester Division, ss.	Date:
	Notary Public -My Commission
	Expires:
	**************************************
Worcester Division, ss.	Date:
Then personally appeared to	he above-named ————————————————————————————————————
and acknowledged that HE / SHE sig	gned the foregoing as HIS / HER free act and deed.
	Notary Public -My Commission
	Expires:

### **SCHEDULE A - CHILD RELATED MATTERS**

**LEGAL CUSTODY** (which parent(s) make(s) major decisions for the child(ren) for health care, religion, education, etc.).

- The **Parties** shall have shared legal custody of the minor child(ren). The parties agree o they are able to communicate and make joint decisions regarding their child(ren).
- o **Party A** shall have sole legal custody of the minor child(ren).
- **Party B** shall have sole legal custody of the minor child(ren). D

PHYSICAL CUSTODY (primary residence of the children and which parent makes the day-to-

day de	ecisions regarding the child(ren).		
D	Party A shall have sole physical custody of the minor child(ren).		
D	Party B shall have sole physical custody of the minor child(ren).		
О	The Parties shall have shared physical custody of the minor child(ren) in accordance		
	with the PARENTING SCHEDULE specified below.*		
D	The <b>Parties</b> shall have split physical custody as follows:		
О	Party B will have physical custody of		
	AND		
О	Party A will have physical custody of		
D	shall have physical custody of (Name of Third Party)		
ENTIN	IG SCHEDULE		
	nay agree to parenting time other than set forth below. However, in the event they		

### \*PARE

The par cannot agree, the terms of this order/judgment shall apply.

**Party** A's parenting time with the children shall be as follows:

D	Alternating weekends from	at	to	a
D	The first weekend for Party A shall begin on		and shall	ll be
	alternating thereafter.			

D	Other provisions (to include weekday parenting time)
3's pa	arenting time with the child(ren) shall be as follows:
	menting time with the child(len) shan be as follows.
D	Alternating weekends fromatA.M./P.M. toatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatatat
D D	Alternating weekends fromatA.M./P.M. to
	Alternating weekends fromatA.M./P.M. toatA.M./P.M  The first weekend for Party B shall begin onand shall be
D	Alternating weekends fromatA.M./P.M. toatA.M./P.M  The first weekend for Party B shall begin onand shall be alternating thereafter.  When there is a Monday holiday, the weekend shall be extended until Monday at
D D	Alternating weekends fromatA.M./P.M. toatA.M./P.M  The first weekend for Party B shall begin onand shall be alternating thereafter.  When there is a Monday holiday, the weekend shall be extended until Monday atA.M.IP.M.
D D	Alternating weekends fromatA.M./P.M. toatA.M./P.M  The first weekend for Party B shall begin onand shall be alternating thereafter.  When there is a Monday holiday, the weekend shall be extended until Monday atA.M.IP.M.

A week of summer or school vacation shall be seven days, to include a parent's regularly scheduled weekend with the child(ren).

D	At such time as the child(ren) are of school school vacation in <b>odd</b> years.	
D	years.	
D	At such time as the child(ren) are of school age,  April school vacation in odd years.	shall have the <b>even</b> years.
D _		
Sumr	ner vacation shall be as follows:	
D	— shall have first option for summer in <b>odd</b> years.	weeks in the
D	— shall have first option forsummer in <b>even</b> years.	weeks in the
The par	rties shall mutually agree/commit to summer vacation in writin	ng by May 1 each year.
D	Summer vacation weeks shall be taken consecutively, as fo	llows:
0.	Summer vacation weeks shall be taken non-consecutively.	
The cl	nild(ren)'s birthday shall be as follows:	
The pa	arties' birthdays shall be shared as follows:	

School vacations shall be shared as follows:

D

	shall have Th	nanksgiving in odd ye	ars from	
at	A.M./P.M. <b>t</b>	>at_		A.M./P.M
	——shall have Thanks	sgiving in even years fro	om	
	at	A.M./P.M. to		at
	A.M./P.M			
Other Holida	ys			
A.M./P.M	-shall have Mother	's Day from	A.M./P.M. to_	
shall have Fa A.M./P.M	ather's Day from		A.M./P.M. to	
The parties sl	hall share the December	Holiday(s)Nacation as	follows:	
In even years,	sha	all have December 24th fro	om t	o Decembe
25th at	, and 26th at . This sch	shall have nedule shall be reversed i	December 25th from in odd years.	1
	. 11115 541			

	shall have Easter in <b>even</b> years fromto
	ty A/Party B)
•	changes to the above parenting plan/vacation/holiday schedule may be mutually arrange een the parties uponadvance notice.
The p	parties shall meet to exchange of the child(ren) at:
paren	shall transport the children at the beginning of the above ting time.
time.	shall transport the children at the end of the above parenting
Addi	tional provisions:
Massa <b>SUF</b>	er party shall permanently relocate with the child(ren) from the Commonwealth of achusetts without written permission of the other or further order of the Court.  PPORT
Starti	ng"/'", Party A / Party B shall pay child support as
follov	ws: The sum of \$each and every week - two weeks - month.  (Amount) (Circle One)
D	Child support shall be payable directly to Party A / Party B: OR
D	Child support shall be payable by <u>Party A / Party B</u> through the <b>Department of</b> Revenue (DOR) <u>by wage assignment;</u> OR
D	Child support shall be payable by <u>Party A / Party B</u> through the <b>Department of Revenue (DOR)</b> , wage assignment being suspended.

	D	Neither party shall pay child support to the other party for the following reasons:	
D	The p	parties acknowledge that the child support order which would result from the application	
	of the	Child Support Guidelines is: per week.	
0	The a	greed amount of support is different than Guidelines amount because:	
	Child	Support for a child(ren) over the age of eighteen who is/are principally domiciled with	
	one p	arent and dependent upon the parents for support:	
	O	Shall continue at the above amount until	
	D	Shall continue at the above amount until emancipation, per Massachusetts General	
		Law.	
	D	Shall increase to \$and terminate on	
	D	Shall decrease to\$and terminate on	
	О	Shall be determined by the court at the hearing on a Compliant for Modification.	
ИED	OICAL 1	NSURANCE FOR CHILD(REN)	
)		Party A I Party B (Circle One) shall be responsible for providing health insurance minor child(ren):	
	O	Through Party A's I Party B's employment OR	
	O	By obtaining and maintaining a private health insurance policy OR	
	D	Through current coverage under Mass Health. Either party shall obtain private health insurance, if and when it becomes available at a reasonable cost.	

# **DENTAL**

D	The <u>Party A I Party B</u> ( <i>Circle One</i> ) shall be responsible for providing dental in for the minor child(ren):	
	0	Through Party A's 1 Party B's employment; OR
	D	By obtaining and maintaining a private health insurance policy; <b>OR</b>
	D	Through current coverage under Mass Health. Either party shall obtain private health insurance, if and when it becomes available at a reasonable cost.
<u>UNIN</u>	SUREI	MEDICAL AND DENTAL EXPENSES
-	, prescr	ost of all reasonable uninsured and unreimbursed medical, dental, hospital, orthodontic, iption medication and therapeutic counseling services for the minor child(ren) shall be as aboose ONE of the following).
	D	The first \$250.00 per calendar year shall be paid by the custodial parent, who is,  Party A / Party B , with the remainder to be paid equally by the parties.
	0	Shared and paid equally by the parties.
	D	Paid as follows:% by Party A,% by Party B.
D	within costs to	days of receipt of same. Each party shall reimburse his/her share of these of the other within days from the date when these bills are received ne other parent.
treatme	-	es regarding unpaid bills shall be filed in the Probate Court within one year of the date of ollection shall be deemed waived.
withou		r parent shall contract for orthodontic treatment for which the other is responsible written approval from the other parent or further order of the Court.
LIFE	NSUR	ANCE
	D	Party A shall maintain life insurance in the face amount of:  \$ , namingas the beneficiary, and shall be required to keep the life insurance in effect until
	D	Party B shall maintain life insurance in the face amount of:  as the
		beneficiary, and shall be required to keep the life insurance in effect until
	D	<b>Neither Party</b> shall be required to maintain life insurance for the benefit of the child(ren).

#### TAX DEPENDANTS

	*	wing child(ren) as his dependant(s) for state and f
The	Party A / Party B	shall claim the child(ren) for <b>odd</b> years.
The	Party A / Party B	shall claim the child(ren) for <b>even</b> years.
	•	ars in claiming the children as dependants for sta

The parties shall cooperate with one another and the custodial parent shall sign all tax forms necessary to accomplish the tax provisions set forth herein.

#### **EXHIBIT F - EDUCATION**

**Party A and Party B** agree that each child should receive the best education available in light of his or her aptitudes and interests, including education at the college level.

**Party A and Party B,** as he or she is financially able to do so, shall pay the cost of each child's educational expenses at such college, university or other educational institution a child(ren) may attend with the approval of the parties, which approval will not be unreasonably withheld.

As used in this exhibit, the term "educational expenses" shall include expenses in connection with applying to college, including, but not limited to application fees, testing fees, as well as tuition, board, room, books, usual and customary student activity fees and other, expenses normally charged on bursar's bills, as well as reasonable transportation costs and other costs agreed to by the Parties.

**Party A and Party B** agree that they will cooperate fully in seeking financial assistance for college expenses, including scholarships, grants, student loans and the like, which may be available in order to assist the parties in discharging this undertaking.

Party A and Party B agree that the choice of educational institutions for a child shall be made after joint consultation with due regard for the financial circumstances of each party, and the aptitudes, interests and desires of the child. Neither party shall make any commitment to any educational institution on behalf of the child without first notifying and obtaining the other party's written approval, which approval shall not be unreasonably withheld.

Neither parent shall commit to post secondary education expenses for which the other		
shall be responsible without prior written approval of the other or further order of the court.		
EDUCATION (additional provisions):		

### INCORPORATION of this SCHEDULE A into the SEPARATION AGREEMENT

The parties sign and date this Schedule A in the same manner as their Separation Agreement, to which it is attached, and the parties agree that the provisions of this Schedule A shall be considered to be fully incorporated into the Separation Agreement and incorporated and merged into any Judgment of Divorce that may be entered by the Worcester Division of the Probate and Family Court.

## **EXECUTION**

Signed on	
(Date)	Party A's Signature
	Party A's PRINT NAME
Signed on	
(Date)	Party B's Signature
	Party B's PRINT NAME
***********	*************
Commonwea	alth of Massachusetts
Worcester Division, ss.	
	Date:
Then personally appeared the above-na	med
and acknowledged that HE / SHE signed the fo	(Name) oregoing as HIS / HER free act and
deed.	
	,Notary Public My Commission Expires:
Commonwea	lth of Massachusetts
Worcester Division, ss.	Date:
Then personally appeared the above-nam	ned
and acknowledged that HE / SHE signed the fo	(Name)
deed.	
	,Notary Public