

I share the first pages of a Massachusetts Separation Agreement Template on my website, <https://www.AmherstDivorce.com> to illustrate some typical elements of a Massachusetts Separation Agreement.

I mediate divorces in ALL Massachusetts counties (via Zoom), and I would be happy to mediate yours. It does not matter what county you live in. My flat fees for divorce mediation range from \$1000 to \$3000. See details at: <https://www.amherstdivorce.com/cost-html>. I charge \$325/hour for consulting or reviewing your documents if you are not doing full divorce mediation with me.

If your divorce involves dividing a (non-IRA) retirement account as part of your divorce, you will need a (Q)DRO (“(Qualified) Domestic Relations Order”). This is a document that is separate from your other divorce documents. You can get divorced without a QDRO, but you cannot divide your retirement accounts (except for IRAs) unless you have a QDRO. I prepare QDROs and DROs for all MA divorces.

If you are dividing a defined benefit pension (typical for schoolteachers and public employees), you should get professional help in completing your separation agreement. Dividing pensions in divorce is very complicated, and no separation agreement template will not guide you through the process properly. Making a mistake in dividing a pension could easily cost you tens of thousands of dollars.

Please feel free to contact me for:

- a) **Divorce mediation** in any Massachusetts court or county,
- b) **QDROs and consulting on division of retirement assets** in any MA court or county.

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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 _____/_____/_____