

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, SS.

**DOCKET No.**

\_\_\_\_\_  
Plaintiff/Petitioner

\_\_\_\_\_  
Defendant/Petitioner

**Separation Agreement**

The Parties to this Complaint/Petition are \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_. In this document, they shall be referred to as \_\_\_\_\_ and \_\_\_\_\_.

The Parties were married on \_\_\_\_\_ in \_\_\_\_\_  
(Date) (City/State)

The following child[ren] was/were born to the parties during the marriage:

None born to the parties.

_____ Name	_____ Date of birth

The marriage of the parties has irretrievably broken down.

This Separation Agreement shall settle all questions related to alimony, child support, division of property, health insurance, financial rights, and all child-related matters.

The Parties agree:

1. That neither party will charge or incur any debt for which the other party will be responsible. Neither party will use the other's name to obtain credit of any kind.

2. That both will waive any interest in the estate of the other, except as provided in this Agreement.

3. That both will do all things necessary to carry out the terms of this Agreement.

4. That this Agreement shall be interpreted under Massachusetts Law.

5. That each has had an opportunity to seek legal advice. That each believe this Agreement is fair, just, and reasonable. That each signs this Agreement freely and voluntarily.

6. That each party understands this Agreement and understand that no spoken or written correspondence outside of this document will have any force or effect.

7. That each party must pay their own legal fees and costs for this proceeding.

8. That neither party will stalk, harass, or interfere with the other party or the employment of the other party.

9. If a Judgment of Divorce should enter, this Agreement shall be made part of that Judgment by agreement of the parties and:

**Merge** in such Judgment

**Survive** in such Judgment and retain independent legal significance

**Survive** in such Judgment and retain independent legal significance except for the provisions relating to child support, child custody, and all other provisions relating to the children, and \_\_\_\_\_

\_\_\_\_\_ which provisions shall be **merged** in such Judgment.

10. The attached Exhibits A, B, C, D, E, F, G, H, I, and J (if applicable) shall be incorporated into this agreement.

**Exhibit A**  
**Division of Marital Property**  
**Real Estate:**

None owned.

1. The parties own the following real estate which shall be divided as follows:

2. The cost of maintaining the real estate (payment of mortgage, taxes, insurance, equity loans, etc.) shall be as follows:

**Personal Property:**

(Personal property includes, but is not limited to, cash, pensions, retirement plans, bank accounts, stocks, bonds, mutual funds, furniture, cars, boats, trailers, jewelry, and collections.)

The Parties have already divided between themselves all of their personal property and they are satisfied that the division was fair.

1. The Parties agree to divide their personal property as follows:

The parties have no retirement assets to divide.

2. The Parties agree to divide their retirement benefits, including but not limited to IRA accounts, 401K, 403B, Annuities, Deferred Compensation, Pension Plans, as follows:

3. The parties understand that if they have not disclosed an asset, that asset is subject to being divided in the future. Each party has relied on the financial statement/s filed in this case by the other party.

**Debt:**

- 1. The parties shall each be responsible for any debt that is listed in their name.
- 2. The parties have no marital debt.
- 3. The parties have the following debt that shall be paid as follows:

**Exhibit B**  
**Alimony**

- The parties waive and will not seek alimony from each other now or in the future.
- The parties agree that \_\_\_\_\_ shall pay alimony to \_\_\_\_\_ in the amount of \_\_\_\_\_ per \_\_\_\_\_. The alimony shall terminate upon the remarriage of the party receiving the alimony, the death of the either party, the date of \_\_\_\_\_, or further order of the Court.
- Past and present alimony is waived but future alimony shall remain open.

**Exhibit C**  
**Health and Dental Insurance**

- Neither party currently has health insurance and/or has Mass Health. If/when health insurance becomes available to either party at a reasonable cost through an employer, they shall obtain health insurance for the benefit of the child[ren].
- The parties shall each be responsible for their own health insurance.
- \_\_\_\_\_ shall continue to maintain  health  dental insurance for the benefit of the child[ren] until emancipation so long as it is available at a reasonable cost.
- \_\_\_\_\_ shall continue to maintain  health  dental insurance for \_\_\_\_\_ provided that \_\_\_\_\_ can be maintained on the existing plan as being eligible at no cost beyond a family plan or, if the children are emancipated, beyond the cost of the carrying party to ensure himself/herself. If there is an additional cost to maintain health insurance for the former spouse, the former spouse shall be responsible for the payment of that cost.
- \_\_\_\_\_ shall notify the other party immediately in the event of any change to the health and/or dental insurance status.

\_\_\_\_\_ shall pay the first \$250 per year of all unreimbursed medical, dental, optical, laboratory, prescription pharmaceutical, orthodontic and counseling expenses not covered by insurance for the child[ren]. After the first \$250 has been paid, the parties shall equally share all like uninsured expenses for the children. Each party shall present the uninsured expense to the other party within 30 days of receipt of the expense, and the other party shall reimburse within 30 days. Each party shall be responsible for payment of his/her own uninsured expenses.

other:

**Exhibit D**  
**Custody and Parenting Schedule**

1.  The parties shall have shared legal custody of the child[ren]:  
\_\_\_\_\_  
\_\_\_\_\_
2.  \_\_\_\_\_ shall have sole legal custody.
3.  \_\_\_\_\_ shall have access to the child[ren]’s medical and educational providers.
4.  \_\_\_\_\_ shall have primary physical custody of the child[ren].
5.  The parties shall have shared physical custody of the child[ren].
6.  The parties agree to the following parenting schedule with  mother  father:

See attached parenting schedule.

7. The parties agree to the following holiday and vacation schedule:

See attached holiday and vacation schedule.

**Exhibit E**  
**Child Support**

\_\_\_\_\_ shall pay child support to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  per week  bi-weekly  monthly  other \_\_\_\_\_ commencing \_\_\_\_\_

Child support shall be paid by income assignment through the Department of Revenue. Until the income assignment becomes effective, \_\_\_\_\_ shall mail the child support payment to the DOR beginning \_\_\_\_\_. The first payment is due on \_\_\_\_\_.

Child support shall be paid directly to \_\_\_\_\_ beginning \_\_\_\_\_. The first payment is due on \_\_\_\_\_ without the services of the Department of Revenue.

Child support arrears shall be set at:

No child support arrears are assessed at this time.

**Exhibit F**  
**Tax Exemptions**

1.  For tax year \_\_\_\_\_ the parties shall file joint federal and state income tax returns. The parties shall share equally all refunds/deficiencies and all reasonable tax preparation costs.

2.  The parties shall file separately this year (\_\_\_\_\_) and every year thereafter.

3.  The parties shall claim the child[ren] as income tax exemptions beginning tax year as follows:

4.  The primary custodial parent shall execute and deliver to the other parent IRS Form 8332 on or before January 31st of each year, releasing the exemption(s) for the preceding tax year as required.

**Exhibit G**  
**Life Insurance**

\_\_\_\_\_  shall name  maintain \_\_\_\_\_  
\_\_\_\_\_ as a beneficiary on a life insurance plan with a death benefit  
in the amount of \$\_\_\_\_\_.  
which shall be maintained until the last child is emancipated.

Proof that the life insurance policy is valid and in place with the correct beneficiary  
designation shall be provided to the other party within 30 days of this agreement and annually  
upon written request thereafter.

Neither party has a life insurance policy.

**Exhibit H**  
**Education**

1.  The parties agree that if their child[ren] attends college or trade school post high school,  
they will contribute to the cost consistent with the financial abilities and resources available to  
each parent and child[ren] at that time. If the parties are unable to agree upon how much they  
will contribute, the issue can be heard by the Court in the future.

2.  Contribution is as follows:

**Exhibit I**  
**Extracurricular Activities/Camps**

The parties agree to divide the cost of extracurricular activities and camps for the child[ren] as follows:

**Exhibit J**

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