DOCKET NO: : SUPERIOR COURT

JOHN DOE : J.D. OF NEW HAVEN

V. : AT NEW HAVEN

JANE DOE : MAY \_\_, 20

**SEPARATION AGREEMENT**

AGREEMENT made this \_\_ day of \_\_\_, 20\_\_, by and between ***PLAINTIFF NAME*** (hereinafter referred to as “***Husband/Wife***”) and ***DEFENDANT NAME*** (hereinafter referred to as “***Husband/Wife***”).

**WITNESSETH**

WHEREAS, HUSBAND and WIFE, whose maiden name was ***INSERT FULL MAIDEN NAME***, intermarried on ***insert date*** in ***city, state***;

WHEREAS, the marriage between the parties has irretrievably broken down, and the parties have separated and desire to continue to live separate and apart;

WHEREAS, the parties have \_\_\_\_\_\_\_\_ children who are under age 23 born issue of their marriage, to wit: ***full name*** d/o/b ***mm/dd/yy***, and ***full name***, d/o/b ***mm/dd/yy***.

WHEREAS, the parties are desirous of entering into these articles of separation for the purpose of confirming their separation and settling their property rights and making suitable provisions for support and maintenance of both parties;

WHEREAS, each party hereto has received independent advice from counsel of his or her choosing or has been afforded the opportunity to do so, and each has been fully informed of his or her legal rights and liabilities, and believing this Agreement to be fair, just and equitable, has consented to its terms freely and voluntarily; and,

WHEREAS, the ***Husband/Wife*** has instituted an action against the ***Husband/Wife*** in which the **Husband/*Wife*** is claiming a dissolution of marriage and other relief, which action is now pending in the Superior Court at Judicial District of \_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_, bearing docket number \_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW, THEREFORE, in consideration of the promises herein, and the mutual promises and undertakings herein contained and set forth, and for other good and valuable consideration made over by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

# ARTICLE I – SEPARATION

* 1. It shall be lawful that the parties live separate and apart from each other and continue to do so during the terms of their natural lives, and that each may at all times live separate and apart from the other as if sole and unmarried.
  2. Neither party shall molest the other or compel or attempt to compel the other to cohabit with him or her by any legal or other action or proceeding for the restitution of conjugal rights or otherwise.

**ARTICLE II – SUPPORT**

1. Insert alimony, child support, unreimbursed medical expenses, work related childcare expenses, extracurricular activity expenses, etc.

**ARTICLE III – DIVISION OF MARITAL PROPERTY**

**REAL ESTATE**

* 1. Insert Language

**BANK ACCOUNTS**

* 1. Insert Language

**RETIREMENT ACCOUNTS**

* 1. Insert Language

**MOTOR VEHICLES**

* 1. Insert Language

**PERSONALTY**

* 1. The parties shall divide their personal property by mutual agreement. If a dispute arises regarding the personal property, the parties shall enlist a mutually agreed upon arbitrator to assist in the division of personal property. That arbitrator’s decision shall be binding, and the cost of the arbitration shall be equally divided by the parties.

**ARTICLE IV – CHILD CUSTODY, VISITATION & SUPPORT**

4.1 Insert Language (either directly here or refer us to a separate parenting plan)

**ARTICLE V - INCOME TAXES**

1. Insert Language

**ARTICLE VI – MEDICAL INSURANCE**

1. Insert Language

**ARTICLE VII – LIFE INSURANCE**

7.1 Insert Language

**ARTICLE VIII – LIABILITIES**

1. Insert Language

**ARTICLE IX – COVENANT AGAINST DEBTS**

9.1 Wife covenants and represents that she has not heretofore incurred or contracted nor will she at any time in the future incur or contract any debt, charge or liability whatsoever for which the Husband, his legal representatives, or his property or estate is now or may become liable, except as already disclosed to Husband on her financial affidavit.

9.2 Husband covenants and represents that he has not heretofore incurred or contracted nor will he at any time in the future incur or contract any debt, charge or liability whatsoever for which the Wife, her legal representatives, or her property or estate is now or may become liable, except as already disclosed to Wife on his financial affidavit.

**ARTICLE X – EDUCATIONAL SUPPORT ORDERS**

10.1 Insert Language

**ARTICLE XI – MODIFICATION OR WAIVER**

11.1 No modification or waiver of any of the terms of this Agreement will be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach hereunder will be deemed a waiver of any subsequent breach or default of the same or similar nature. In the event the judgment of dissolution of marriage shall be modified other than as provided for in this Agreement, neither party shall seek to interpose any of the terms of this Agreement which shall differ from the judgment as modified.

**ARTICLE XII – RELEASES**

12.1 Subject to the provisions of this Agreement, each party has remised, released and forever discharged, and by these presents does for himself, or herself, and his or her heirs, legal representatives, executors, administrators and assigns, remise, release and forever voids, releases, and discharges the other of and from all cause or causes of action, claims, rights, contracts previously executed, or demands whatsoever, in law or in equity, which either of the parties hereto ever had, now has, or may hereafter have against the other, except any and all cause or causes of action for dissolution, it being the intention of the parties that subsequent to the execution of this Agreement there shall be as between them only such rights and obligations as are specifically provided in this Agreement.

12.2 Subject to the provisions of this Agreement, each of the parties may in any way dispose of his or her property of whatsoever nature, real or personal, and each for himself and herself, and for his or her heirs, legal representatives, executors, administrators and assigns, hereby waive any right of election which he or she may have or hereafter acquire regarding the estate of the other, or to take against any last will and testament of the other, whether heretofore or hereafter executed, as may now or hereafter be provided for in any law of the State of Connecticut or any other state or territory of the United States, of any foreign country, and renounces and releases all interest, right or claim of right or dower, statutory right, or otherwise, that he or she now has or might otherwise have against the other, on the property of whatsoever nature, real or personal, of the other under or by virtue of the laws of any state or country, and each will, at the request of the other or his or her legal representatives, executors, administrators and assigns, execute, acknowledge and deliver any and all deeds, releases or any other instruments necessary to bar, release or extinguish such interest, rights or claims, or which may be needed for the proper carrying into effect of any of the provisions of this Agreement. Each of the parties renounces and relinquishes any and all claims and rights that he or she may have or may hereafter acquire to act as executor or administrator of the other party’s estate, although either party may name the other as executor or executrix if he or she desires.

**ARTICLE XIII – ACCEPTANCE**

13.1 Each of the parties fully understands the terms, covenants, and conditions of this Agreement and is of the belief that this Agreement is fair, just, adequate and reasonable as to each of them, and after due consideration, freely and voluntarily accepts and agrees to said terms, covenants, conditions and provisions.

13.2 Both the legal and practical effects of this Agreement in each and every respect have been fully explained to both parties by their respective counsel or they have each had the opportunity to obtain such an explanation and they both acknowledge that it is a fair Agreement and is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any person upon either, and they further agree this Agreement contains the entire understanding of the parties. There are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

**ARTICLE XIV– NO BAR TO DISSOLUTION**

14.1 The provisions of this Agreement shall not be construed to prevent either party from suing for an absolute dissolution or prosecuting any action now pending in this or any other competent jurisdiction upon such grounds as either may elect or may be advised; but, in the event that a decree of dissolution or separation is obtained by either party, the provisions of this Agreement will be incorporated in said decree and shall be binding upon the parties hereto, since it is the intention of the parties that this Agreement be absolute, unconditional and irrevocable. Notwithstanding such incorporation, this Agreement shall not be merged in such Decree but shall survive the same and be binding and conclusive on the parties for all time.

**ARTICLE XV – CONSTRUCTION OF AGREEMENT**

15.1 It is understood and agreed that this contract is entered into under the laws of the State of Connecticut and in the construction or execution of the same wherever and whenever undertaken, the laws of the State of Connecticut shall be deemed to apply and prevail.

**ARTICLE XVI – BINDING ON REPRESENTATIVES**

16.1 Except as herein otherwise specifically provided, all of the covenants, promises, stipulations, agreements and provisions herein contained shall apply to, bind, and be obligatory upon the heirs, executors, administrators, personal representatives and assigns of the parties hereto, whether so expressed or not.

**ARTICLE XVII – AFTER-DOCUMENTS**

17.1 Each of the parties hereby agrees to sign any documents that may be necessary or desirable to effectuate or implement any of the provisions of this Agreement at the request of the other party.

# ARTICLE XVIII – MISCELLANEOUS PROVISIONS

18.1 It is understood and agreed that the provision of each Article in this Agreement are independent covenants and agreements and should any part of a provision of this Agreement be breached or waived by any party or held to be invalid, the remainder of this Agreement shall nevertheless be deemed valid and binding upon the parties hereto.

18.2 The paragraph headings herein are for convenience only and shall not be construed to limit or affect the scope and/or interpretation of any provision of this Agreement.

* 1. The parties agree to waive any right to appeal that they may possess.

18.4 The parties have each negotiated and participated in the drafting of this Agreement, such that if a dispute arising hereunder that requires an interpretation of the Agreement, no rule of law that the terms will be interpreted against the drafter shall apply.

***Plaintiff Name*** ***Defendant Name***