

LEGAL SEPARATION AGREEMENT

Location: _____ Date: _____

PARTIES:

Spouse 1 Full Name: _____

Spouse 1 Address: _____

Spouse 1 Contact (Phone/Email): _____

Spouse 2 Full Name: _____

Spouse 2 Address: _____

Spouse 2 Contact (Phone/Email): _____

RECITALS:

WHEREAS the Parties were lawfully married and have lived separate and apart; AND WHEREAS the Parties wish to formalize their agreement regarding separation, property division, support, custody, and other matters in accordance with Canadian law.

1. SEPARATION:

The Parties hereby agree that they have separated and intend to live separate and apart from this date forward, each free from interference, harassment, authority, and control by the other, except as otherwise expressly provided in this Agreement.

2. CHILD CUSTODY AND ACCESS:

The Parties agree that legal custody of any minor children shall be shared/shared as follows:

_____. Physical custody and access arrangements shall be as follows:

_____. Both Parties shall act in the best interests of the children and facilitate a positive relationship with the other parent.

3. CHILD SUPPORT:

Spouse _____ shall pay to Spouse _____ child support in accordance with the Federal Child Support Guidelines and applicable provincial laws. The amount, frequency, and method of payment shall be:

_____. This obligation shall continue until the children reach the age of majority or otherwise as defined by law.

4. SPOUSAL SUPPORT:

The Parties agree that spousal support shall be paid by Spouse _____ to Spouse _____ in the amount and for the period of time as follows:

_____. Such support shall be

determined in accordance with the Federal Spousal Support Guidelines and applicable laws.

5. DIVISION OF PROPERTY AND DEBTS:

The Parties agree to the following division of property and debts acquired during the marriage:

_____. Each Party agrees to execute any documents necessary to effect the transfer or assignment of property as set out herein.

6. MUTUAL RELEASE:

Except as expressly set out in this Agreement, each Party releases and discharges the other from all claims, demands, and obligations arising from the marriage or its breakdown, including claims for property, support, or otherwise, whether known or unknown.

7. LEGAL ADVICE:

Each Party acknowledges that they have had the opportunity to obtain independent legal advice and enter into this Agreement freely, voluntarily, and without duress or undue influence.

8. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the Province of _____ and the federal laws of Canada applicable therein.

9. ENFORCEABILITY:

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

10. ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the Parties with respect to the matters addressed herein and supersedes all prior agreements or understandings, written or oral.

11. AMENDMENTS:

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

12. SIGNATURES AND WITNESSES:

The Parties have executed this Agreement on the dates indicated below, in the presence of witnesses as required by applicable law.

SPOUSE 1 SIGNATURE

SPOUSE 2 SIGNATURE

Original source of this document:

<https://legaltemplates-ca.com/legal-separation-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-ca.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.