

**ONTARIO COMMON-LAW SEPARATION AGREEMENT**

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Parties:**

This Agreement is made between:

1. Partner A (Name): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

2. Partner B (Name): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

**Recitals:**

WHEREAS the Parties have been living in a conjugal relationship analogous to marriage (common-law partnership) in the Province of Ontario; AND WHEREAS the Parties have decided to separate and wish to record the terms of their separation and resolve issues relating to property, support, and other matters accordingly.

**1. Definitions:**

In this Agreement, unless the context requires otherwise, the following terms will have the meanings ascribed to them: 'Parties' means Partner A and Partner B collectively; 'Property' means any real or personal property owned individually or jointly by the Parties during their relationship or acquired thereafter; 'Support' means any form of financial support, including but not limited to spousal support and child support if applicable.

**2. Separation:**

The Parties confirm that they have separated as of the date indicated herein and intend that this Agreement govern their rights and obligations arising from the separation. Each Party agrees to live separate and apart from the other and to conduct their affairs accordingly.

**3. Property Division:**

3.1 Joint Property: The Parties agree to divide the joint property as follows: - Description of Property 1:

\_\_\_\_\_ - Description of Property 2:

\_\_\_\_\_ 3.2 Individual Property: Each Party retains sole

ownership of all property acquired before or after the relationship and not included as joint property. 3.3 Debts: The

Parties agree that responsibility for debts will be as follows: - Party A responsible for:

\_\_\_\_\_ - Party B responsible for:

\_\_\_\_\_

**4. Support:**

4.1 Spousal Support: The Parties acknowledge their respective rights and obligations under the Family Law Act (Ontario) with respect to spousal support and agree as follows: - Spousal support shall be waived by both Parties OR - Spousal support shall be paid by [Party] to [Party] in the amount of \$\_\_\_\_\_ per month, payable on the \_\_\_\_ day of each month for a period of \_\_\_\_\_ months/years. 4.2 Child Support: If applicable, the Parties agree that child support shall be payable in accordance with the Federal Child Support Guidelines and the laws of Ontario.

**5. Parenting and Custody (If Applicable):**

5.1 The Parties agree to share parenting responsibilities of their child(ren) as follows: - Custody arrangements:

\_\_\_\_\_ - Access schedules:

\_\_\_\_\_ 5.2 Both Parties agree to act in the best interests of the child(ren), to communicate effectively, and to cooperate in matters concerning their upbringing.

**6. Release of Claims:**

Except as expressly provided in this Agreement, each Party hereby releases and forever discharges the other Party from any and all claims, demands, actions, or causes of action, whether known or unknown, arising out of the relationship or the separation, including claims for property division, support, and any other matters.

**7. Legal Advice and Independent Counsel:**

Each Party acknowledges that they have had the opportunity to obtain independent legal advice before signing this Agreement, have either sought or waived such advice voluntarily, and fully understand the terms and effect of this Agreement.

**8. Entire Agreement:**

This Agreement embodies the entire understanding of the Parties with respect to the matters herein and supersedes all prior agreements or understandings, whether oral or written. Any modifications must be in writing and signed by both Parties.

**9. Governing Law:**

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

**10. Severability:**

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

**11. Execution:**

This Agreement may be executed in counterparts and by electronic means, each of which shall be deemed an original and all of which together constitute one and the same instrument.

**PARTNER A SIGNATURE**

**PARTNER B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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