

SEPARATION AGREEMENT

This Separation Agreement (the “Agreement”) is made between:

Party 1 Information:

Full Legal Name: _____

Address: _____

Phone Number / Email: _____

Party 2 Information:

Full Legal Name: _____

Address: _____

Phone Number / Email: _____

Recitals

WHEREAS the Parties were in a conjugal relationship and have separated; AND WHEREAS the Parties desire to settle between themselves all issues arising from their relationship, including property division, support obligations, and any other matters addressed herein; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Interpretation

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing a gender include all genders.

2. Separation

The Parties acknowledge that they have separated and have no intention of resuming their conjugal relationship.

3. Disclosure

Each Party represents and warrants that they have made full and fair disclosure of all material facts affecting the issues dealt with in this Agreement.

4. Property Division

The Parties agree to the division of their property as set out in Schedule A attached hereto, which forms part of this Agreement.

5. Spousal Support

The Parties agree that neither Party shall pay spousal support to the other, or that spousal support shall be paid in accordance with the terms set out in Schedule B.

6. Child Custody and Access

The Parties agree on the custody and access arrangements for their children as set out in Schedule C.

7. Child Support

The Parties agree that child support shall be paid in accordance with the Federal Child Support Guidelines or as modified by this Agreement and set out in Schedule D.

8. Release

Each Party releases and forever discharges the other from any claims, demands, or causes of action arising out of their relationship, except as specifically provided in this Agreement.

9. Legal Advice

Each Party acknowledges that they have had the opportunity to seek independent legal advice with respect to this Agreement.

10. Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all prior negotiations, agreements, or understandings, whether oral or written.

11. Amendment

No amendment to this Agreement shall be effective unless made in writing and signed by both Parties.

12. 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.

13. Severability

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

14. Independent Obligations

Each provision of this Agreement is severable and distinct from the others.

15. Binding Effect

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective heirs, executors, administrators, and assigns.

16. Waiver

No waiver of any provision or breach of this Agreement shall be effective unless in writing and signed by the Party granting the waiver.

17. Execution

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

18. No Duress

Each Party agrees that they have entered into this Agreement freely and voluntarily without coercion, duress, or undue influence.

19. Confidentiality

The Parties agree to keep the terms of this Agreement confidential except as required by law or agreed upon in writing.

20. Acknowledgement

Each Party acknowledges that they have read, understood, and agreed to all terms and conditions contained herein.

PARTY 1 SIGNATURE

Signature: _____

Name (Print): _____

Date: _____

PARTY 2 SIGNATURE

Signature: _____

Name (Print): _____

Date: _____

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