

TRIAL SEPARATION AGREEMENT

Location: _____ Date: _____

Parties:

This Trial Separation Agreement (the "Agreement") is made between:

1. Spouse A (Full Name): _____

Address: _____

Phone/Email: _____

2. Spouse B (Full Name): _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS the Parties are lawfully married and currently living separately; AND WHEREAS the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions of their trial separation; NOW THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

1. Separation Period

The Parties agree to live separate and apart from each other for a trial separation period to assess the potential for reconciliation or further action. The Parties acknowledge that this period is temporary and may be extended by mutual written agreement.

2. Living Arrangements

During the separation, each Party shall reside at their respective addresses as set forth above, unless otherwise mutually agreed in writing.

3. Financial Support

The Parties agree to the following financial arrangements during the separation period: (a) Each Party shall be responsible for their own expenses unless otherwise agreed; (b) Any obligations for child support or spousal support imposed by law shall be complied with; (c) The Parties shall exchange financial information as necessary for support determinations.

4. Custody and Parenting

If the Parties have children, they agree to cooperate and make arrangements regarding custody, access, and parenting responsibilities in the best interests of the children during the separation period.

5. Property and Debts

The Parties agree that all property and debts currently owned or owed shall remain the responsibility of the Party in possession unless otherwise agreed in writing. No Party shall dispose of marital property without the consent of the other.

6. Communication

The Parties agree to maintain reasonable and respectful communication during the separation period regarding matters affecting each other and any children.

7. Confidentiality

Each Party agrees to keep the terms and existence of this Agreement confidential, except as required by law or agreed by both Parties.

8. Legal Advice

Each Party acknowledges they have had the opportunity to seek independent legal advice regarding this Agreement and enter into it voluntarily and without duress.

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. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements, whether oral or written.

11. Amendment

Any amendment or modification to this Agreement must be in writing and signed by both Parties.

12. Dispute Resolution

Should any dispute arise regarding this Agreement, the Parties agree to attempt in good faith to resolve such disputes through mediation before pursuing legal action.

13. Termination

This Agreement shall terminate upon the Parties' reconciliation, entry into a formal separation agreement, divorce, or as mutually agreed in writing.

14. Severability

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

15. Execution

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

SPOUSE A SIGNATURE

SPOUSE B SIGNATURE

Signature: _____

Signature: _____

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