

THIS IS A SEPARATION AGREEMENT DATED

Between

John Doe

(“John”)

- and -

Jane Doe

(“Jane”)

1. BACKGROUND

Marriage Date

1.1 The parties were married in Toronto, Ontario on January 7, 1982.

Separation Date

1.2 They separated on June 14, 2008. The parties will continue living separate and apart.

Children of Marriage

1.3 The parties have 2 children, namely:

Name of Child	Age	Date of Birth
Johnny Doe	26	03/04/1984
Janey Doe	24	20/11/1986

Social Insurance Numbers

1.4 John’s social insurance number is 123 456 789 and Jane’s social insurance number is 987 654 321.

1.5 This Agreement replaces all oral or written agreements made between the parties.

2. Definitions

General Definitions

2.1 In this Agreement:

- (a) “children” means Johnny Doe and Janey Doe,
- (b) “equalization payment” means the payment referred to in s. 5(1) of the *Family Law Act*,
- (c) “CRA” means Canada Revenue Agency,
- (d) “FRO” means the Family Responsibility Office described in the *Family Responsibility and Support Arrears Enforcement Act*, or any successor support enforcement agency,
- (e) “Guidelines” means the Child Support Guidelines, as defined in s. 2(1) of the *Divorce Act*,
- (f) “matrimonial home” means the property located at 1234 Fake Street in Toronto, Ontario, A1B 2C3,
- (g) “net family property” means net family property as defined in the *Family Law Act*, and
- (h) “property” means property as defined in the *Family Law Act*.

Short Form Statutory Reference Clause

2.2 Any reference to a statute means the legislation bearing that name at the time the Agreement is signed and includes its regulations and any amending or successor legislation. For example, “Family Law Act” means the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, and includes O.Reg. 391/97.

3. Parenting

[The parenting section assumes the mother is John and the father is Jane. If this is not the case, you will have to change the references accordingly. Please remove these instructions when finalizing your Separation Agreement.]

Split Custody

Travel

Emergency Telephone Contact

- 3.1 If either parent plans a vacation without the children, that parent will give the other a telephone number where he or she can be reached in case of emergency or if the children wish to contact that parent.

4. Spousal Support

[The Spousal Support Section assumes that the payor is the father and the recipient is the mother. If this is not the case, then you will have to amend all references to his, him, he, etc. accordingly. Please remove these instructions when finalizing your Separation Agreement.]

Lump Sum Support

- 4.1 In full satisfaction of his spousal support obligation, Jane will pay John \$_____ [amount] as lump sum spousal support within ___ [number] days of the date of this Agreement.

Self Sufficiency

- 4.2 John acknowledges that she must make reasonable efforts to contribute to her own support and to become self-sufficient.

Obligation to Notify if Income Increased

- 4.3 When John's income, excluding child and spousal support, is more than \$_____ [amount], she will immediately notify Jane in writing.

Disclosure Request

- 4.4 On a yearly basis, Jane may request John in writing to provide him with all relevant income information, including her employment contracts, pay slips, T4 slips, income tax returns and notices of assessment.

Review of Spousal Support

- 4.5 Either Jane or John may request a review of spousal support:
- (a) on _____ **[date]**,
 - (b) when Jane is no longer obligated to pay child support or his child support obligation is reduced, or
 - (c) under section _____ **[insert section]**, when John ceases to cohabit with another person in a relationship resembling marriage,
 - (d) _____ **[other circumstances]**, or
 - (e) _____ **[other circumstances]**.

Payments Continue

- 4.6 Until spousal support is adjusted by an amending agreement, court order or arbitration award, Jane will continue to pay spousal support under the parties' most recent written agreement, court order or arbitration award.

Methods of Payment

Direct Payment of Support

- 4.7 Jane will pay the spousal support directly to John and not to the FRO. Neither party will file this Agreement with the FRO for enforcement unless Jane defaults in payment and does not pay within seven days of getting a written notification of default from John, at which time she may file the Agreement with the court and the FRO for enforcement.

Inter-Bank Transfers

- 4.8 Jane will pay spousal support by direct bank transfer from his bank account at _____ **[name of bank, branch and account]**

number] to John's bank account at _____ **[name of bank, branch and account number]** on the 1st day of each month.

5. Medical and Dental Benefits

[The Medical and Dental Benefits Section assumes that the payor is the father/husband and the recipient is the mother/wife. If this is not the case, then you will have to amend all references to his, him, he, etc. accordingly. Please remove these instructions when finalizing your Separation Agreement.]

Definition

5.1 In this section: "medical" means all mental and physical health needs, including prescriptions, vision care, psychological counselling, dental and orthodontic costs, chiropractic costs, speech therapy, occupational therapy, physiotherapy, homeopathy, acupuncture and massage therapy.

Both Parties Responsible for Own Coverage

5.2 Jane and John are each responsible for his or her own medical, extended health and dental expenses.

6. Matrimonial Home

Sale of Matrimonial Home

Agreement to List and Sell

6.1 John and Jane will list the matrimonial home for sale by _____ **[date]** with a realtor. They will accept the first reasonable offer to purchase the property. If they cannot agree on sale terms, John and Jane will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.

Payment of Household Expenses and Repairs Pending Sale

6.2 For the purposes of this Agreement:

- (a) “daily household expenses” in connection with the matrimonial home means:
 - (i) utilities,
 - (ii) water and sewer fee,
 - (iii) electricity,
 - (iv) telephone, cable and internet, and
 - (v) repairs that are not major repairs.
- (b) “major repairs” means repairs required to preserve the matrimonial home or maintain it in a marketable condition, such as:
 - (i) roof repairs,
 - (ii) exterior repairs,
 - (iii) exterior painting,
 - (iv) major plumbing or electrical repairs, and
 - (v) replacement of:
 - (1) chimney,
 - (2) hot water tank,
 - (3) furnace, [air conditioning, air cleaner, humidifier,]
 - (4) major appliances, [and]
 - (5) [swimming pool]

but does not include remodelling or redecorating.

- (c) “major expenses” of the matrimonial home means:
 - (i) major repairs,
 - (ii) premiums on _____ [type of] insurance,
 - (iii) mortgage payments, and

(iv) property taxes.

No Incurring of Major Expenses Without Other's Consent

6.3 Neither party will arrange for major expenses without the other's prior consent, in writing.

Payment Divided Equally Between Parties

6.4 After paying these amounts, the remaining proceeds will be divided equally between the parties.

Household Contents

Household Contents to be Divided

6.5 John and Jane will divide their household contents equally. If the parties cannot agree on a division, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.

7. Pensions

Canada Pension Plan

7.1 Either party may apply for a division of Canada Pension Plan credits.

8. Releases

Full and Final Settlement

8.1 This Agreement is a full and final settlement of all issues between John and Jane and all rights and obligations arising out of their relationship.

8.2 Except as otherwise provided in this Agreement, John and Jane release each other from all claims at common law, in equity or by statute against each other,

including claims under the *Divorce Act*, the *Family Law Act*, and the *Succession Law Reform Act*.

Full and Final Satisfaction of all Claims in Outstanding Court Application

8.3 John and Jane acknowledge that this Agreement is in full and final satisfaction of all claims made by either of them in Court File No. _____ [court file number] in the _____ [specify court] at _____ [City], Ontario.

9. General Terms

No Representations

9.1 There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.

Reconciliation

9.2 If John and Jane agree to try and reconcile their relationship but they cohabit for no longer than 90 days, this Agreement will not be affected. If they cohabit for more than 90 days, this Agreement will become void, except that any transfers or payments made to that time will not be affected or invalidated.

Severability

9.3 Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

Headings

9.4 The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.

Separation Agreement to Survive Divorce

9.5 If a divorce judgment or order issues, all of the terms of this Agreement will continue.

Applicable Law and Interpretation

9.6 The interpretation of this Agreement is governed by the laws of Ontario.

Agreement to Bind Estate

9.7 This Agreement binds John's and Jane's heirs, executors, administrators, estate trustees, personal representatives and assigns.

Amendments

9.8 Any amendments to this Agreement must be in writing, signed by the parties, dated and witnessed.

Execution of Other Documents

9.9 John and Jane will sign any documents necessary to give effect to this Agreement.

Financial Statements Attached

9.10 John and Jane attach their sworn financial statements as Schedules to this Agreement.

Failure to Insist on Strict Performance of Terms in the Agreement

9.11 John's and Jane's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.

Costs Shared Equally

9.12 The parties will share the cost of preparing this Agreement equally.

Independent Legal Advice**Both Obtained**

9.13 John and Jane have both had independent legal advice, John from _____ **[insert name of lawyer and name of**

law firm] and Jane from _____ **[insert name of lawyer and name of law firm]**.

Enforceability of Agreement Term

9.14 John and Jane:

- (a) understand her or his rights and obligations under this Agreement and its nature and consequences,
- (b) acknowledge that this Agreement is fair and reasonable,
- (c) acknowledge that they are not under any undue influence or duress, and
- (d) acknowledge that both are signing this Agreement voluntarily.

Inform Personal Representatives

9.15 John and Jane will each inform the executors named in her or his will that this Agreement exists, and where a copy is located.

Where Consent is Required in this Agreement

9.16 Where consent is required under this Agreement, it will not be unreasonably withheld. If John and Jane cannot agree whether consent is being reasonably withheld, they will use the section of this Agreement entitled “Dispute Resolution” to resolve the matter.

Effective Date of Agreement

9.17 The effective date of this Agreement is the date on which the latter party signs it.

Joint Preparation of Agreement

9.18 This Agreement was prepared jointly by both parties.

TO EVIDENCE THEIR AGREEMENT John AND Jane HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE:

Witness

John Doe

DATE:

Witness

Jane Doe

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

[This Certificate assumes that the second party to the Agreement is the husband and the first is the wife. If this is not the case, please change accordingly. Please delete these instructions when finalizing your Separation Agreement].

I, _____ of the City of
_____ [specify] in the Municipality of
_____ [specify], Barrister and Solicitor, certify that I was
consulted by Robert Berman, one of the parties to the attached Separation Agreement
with respect to her rights and obligations under this Agreement.

I acted only for Robert Berman and fully explained to her the nature and effect of the Agreement. Robert Berman acknowledged that she completely understood the nature and effect of the Agreement. Robert Berman executed the Agreement in front of me and confirmed that she was entering into the Agreement of her own volition without any fear, threats, compulsion or influence by Jane Doe or any other person.

Dated at _____ [city] this _____ [date]:

[Lawyer's Name]

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

[This Certificate assumes that the second party to the Agreement is the husband and the first is the wife. If this is not the case, please change accordingly. Please delete these instructions when finalizing your Separation Agreement].

I, _____ of the City of
_____ **[specify]** in the Municipality of
_____ **[specify]**, Barrister and Solicitor, certify that I was
consulted by Jane Doe, one of the parties to the attached Separation Agreement with
respect to his rights and obligations under this Agreement.

I acted only for Jane Doe and fully explained to him the nature and effect of the
Agreement. Jane Doe acknowledged that he completely understood the nature and effect
of the Agreement. Jane Doe executed the Agreement in front of me and confirmed that he
was entering into the Agreement of his own volition without any fear, threats,
compulsion or influence by Robert Berman or any other person.

Dated at _____ **[city]** this _____ **[date]**:

[Lawyer's Name]

DATED:

Between:

John Doe

and

Jane Doe

SEPARATION AGREEMENT
