

BRITISH COLUMBIA SEPARATION AGREEMENT

Location: _____ Date: _____

PARTIES:

Party A (Name): _____

Party A (Address): _____

Party B (Name): _____

Party B (Address): _____

RECITALS:

WHEREAS Party A and Party B were in a marital relationship and now intend to separate; AND WHEREAS the Parties desire to settle their respective rights and obligations arising from their relationship and separation; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires: "Agreement" means this Separation Agreement including all Schedules hereto; "Property" means all assets, real and personal, tangible and intangible, owned or controlled by either Party; "Effective Date" means the date of execution of this Agreement by both Parties.

2. SEPARATION

The Parties agree that they have separated and will live separate and apart from each other. Each Party shall be free from interference, harassment, authority, or control by the other as fully as if unmarried.

3. CUSTODY AND ACCESS

The Parties agree to joint custody of the children born of the relationship, with the children primarily residing with Party A. Party B shall have reasonable access rights as agreed upon in Schedule A or otherwise mutually agreed in writing.

4. CHILD SUPPORT

Party B agrees to pay to Party A child support in accordance with the Federal Child Support Guidelines applicable in British Columbia, based on Party B's income and the number of children.

5. SPOUSAL SUPPORT

Depending on factors including length of the relationship and financial circumstances, the Parties agree to the following spousal support arrangement: Party A shall receive spousal support from Party B in the amount and duration set forth in Schedule B.

6. DIVISION OF PROPERTY

The Parties agree to the division of property as set out in Schedule C attached hereto. Each Party acknowledges that they have had the opportunity to seek independent legal advice regarding this division.

7. DEBTS AND LIABILITIES

Each Party shall be responsible for their own debts incurred after the Effective Date. Any joint debts are to be paid as specified in Schedule D.

8. TAX MATTERS

The Parties agree to cooperate in the preparation and filing of all necessary tax returns and to bear any tax consequences arising from this Agreement.

9. RELEASE AND WAIVER

Except as expressly provided herein, each Party releases, waives, and relinquishes all claims or demands against the other arising out of the relationship or its breakdown.

10. CONFIDENTIALITY

The Parties agree to keep the terms and contents of this Agreement confidential and not to disclose them to any third party except as required by law or to professional advisors.

11. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, or understandings.

12. AMENDMENTS

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

13. GOVERNING LAW

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

14. SEVERABILITY

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

15. INDEPENDENT LEGAL ADVICE

Each Party acknowledges that they have had the opportunity to seek independent legal advice and understand the terms and effect of this Agreement.

16. EXECUTION

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

17. DISPUTE RESOLUTION

The Parties agree to attempt to resolve any disputes arising out of this Agreement through mediation before pursuing litigation.

18. NO FURTHER CLAIMS

Upon execution of this Agreement, neither Party shall bring any further claims against the other regarding the matters dealt with herein.

19. SCHEDULES

The following Schedules form part of this Agreement: Schedule A (Custody and Access), Schedule B (Spousal Support), Schedule C (Division of Property), Schedule D (Debts and Liabilities).

20. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their respective signatures.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Date: _____

Date: _____

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