

COMMON LAW SEPARATION AGREEMENT

Between:

Full Name of Partner 1:

Address of Partner 1:

And:

Full Name of Partner 2:

Address of Partner 2:

1. ACKNOWLEDGEMENT

The parties acknowledge that they have been living together in a conjugal relationship but have now decided to separate. This Agreement sets out their mutual understanding and agreements respecting their separation and related matters.

2. SEPARATION DATE

The parties agree that their separation is effective as of the date the parties ceased living together as a couple and intend that this Agreement govern their rights and obligations from that date forward.

3. PROPERTY AND ASSETS

The parties have disclosed to each other their respective property, assets, and debts held as individuals and jointly. They agree to the division of all property, assets, and debts as set out in this Agreement, acknowledging that this division is fair and reasonable.

4. DEBTS AND LIABILITIES

Each party shall be responsible for their own debts incurred before and after separation unless otherwise agreed herein. Joint debts shall be divided and paid as mutually agreed or as set out in this Agreement.

5. SPOUSAL SUPPORT

The parties have considered their respective financial needs and abilities and agree on the issue of spousal support as follows: [Specify amount, duration, or waiver of support]. This provision complies with the applicable laws of Ontario.

6. CHILDREN

If the parties have children, arrangements respecting custody, access, and child support are set forth in a separate Parenting Plan which is incorporated by reference into this Agreement. Both parties agree to act in the best interests of the children at all times.

7. CHILD SUPPORT

The parties agree that child support shall be paid according to the Federal Child Support Guidelines and any applicable provincial legislation. Specific terms for payment amounts, frequency, and method are detailed in the Parenting Plan.

8. MUTUAL RELEASE

Except as otherwise provided in this Agreement, each party releases and discharges the other from all claims, demands, actions, and causes of action arising out of or related to their relationship and separation prior to the date of this Agreement.

9. FULL DISCLOSURE

The parties certify that they have made full and truthful disclosure of their financial circumstances to each other. Each

party has had the opportunity to obtain independent legal advice before entering into this Agreement.

10. INDEPENDENT LEGAL ADVICE

Each party acknowledges that they have either obtained independent legal advice regarding this Agreement or have voluntarily chosen not to do so and fully understand the terms and consequences of this Agreement.

11. GOVERNING LAW

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

12. ENFORCEABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

13. AMENDMENTS

Any amendments or variations to this Agreement must be made in writing and signed by both parties to be effective.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties regarding their separation and supersedes all prior agreements, arrangements, or understandings, whether oral or written.

15. 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. Electronic or scanned signatures shall have the same force and effect as original signatures.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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