

SEPARATION AGREEMENT

Between:

Party A:

Full Legal Name: _____

Address: _____

Contact Information: _____

And:

Party B:

Full Legal Name: _____

Address: _____

Contact Information: _____

1. Recitals

WHEREAS the Parties were previously in a conjugal relationship and now desire to settle all matters arising from their separation amicably, including but not limited to division of property, debts, and any other obligations;

2. Definitions

For purposes of this Agreement, 'Property' includes all assets, possessions, and interests acquired by either Party during their relationship, whether held individually or jointly. 'Debts' includes all liabilities and obligations owed by either Party.

3. Separation Date

The Parties acknowledge that they have separated and ceased cohabitation as of the effective date of this Agreement.

4. Division of Property

The Parties agree to divide their property as set forth herein. Each Party shall retain ownership of their personal belongings acquired prior to the relationship or separately acquired after separation.

5. Debts and Liabilities

Each Party shall be responsible for the debts incurred in their own name after separation. Joint debts shall be divided as mutually agreed or as ordered by applicable Manitoba laws.

6. Spousal Support

Neither Party shall claim spousal support from the other except as may be ordered by a competent court or otherwise agreed in writing.

7. Child Custody and Support

If applicable, the Parties agree to make arrangements for the care, custody, and support of their children in accordance with the laws of Manitoba, ensuring the best interests of the child(ren) are paramount.

8. Mutual Release

Each Party releases the other from any further claims, demands, or obligations arising from their relationship, except those expressly retained in this Agreement or required by law.

9. Legal Advice

Each Party acknowledges having had the opportunity to seek independent legal advice before executing this Agreement and that they enter into this Agreement voluntarily and without undue influence.

10. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding their separation and supersedes any prior agreements, whether written or oral.

11. Governing Law

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

12. Severability

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

13. Amendments

Any amendments to this Agreement must be in writing and signed by both Parties.

14. Confidentiality

The Parties agree to keep the terms and existence of this Agreement confidential except as required by law or agreed between the Parties.

15. Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by registered mail, or by electronic means to the addresses provided above.

16. Execution

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

17. Acknowledgment

Each Party confirms that they fully understand the terms of this Agreement, that it is fair and reasonable, and that they sign it of their own free will.

18. Waiver

No waiver of any breach of any term or condition of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition.

19. Binding Effect

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

20. Dispute Resolution

In the event of any dispute arising out of this Agreement, the Parties agree to attempt mediation prior to pursuing any other remedies under the laws of Manitoba.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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