Court of Common Pleas
Tuscarawas County, Ohio
General Trial Division

Name: _____ Address: _____ _____ Phone: _____ Plaintiff, and Name: _____ Address: _____ _____ Phone: _____ Defendant.	: : : : : : : : : : : : : : :	Case No._____ Judge_____ **Separation Agreement** **(No Minor Children)**

This Separation Agreement is voluntarily made and entered into by Plaintiff, _____, and by Defendant, _____, (hereafter called "parties"), who represent the following:

A. Date of Marriage:_____ Place of Marriage:_____
_____. (City)
(County, State & Country)

B. Differences have arisen between the parties, and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.

C. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, for spousal support, and for child-related issues, where applicable.

In consideration of the above and the mutual promises and agreements set forth below, the parties state as follows:

1. **Separation**

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

2. **Division of Property**

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

2.1 **Real Estate** (check all that apply)

☐ We have no real estate.

☐ The plaintiff has real estate that they owned prior to this marriage, or received by inheritance, and the defendant is waiving their claims to plaintiff's real estate, now and in the future. The property is located at:

_____

☐ The defendant has real estate that they owned prior to this marriage, or received by inheritance, and the plaintiff is waiving their claims to defendant's real estate, now and in the future. The property is located at:

_____

☐ The parties jointly own real estate and agree to dispose of it as follows:

Location: Dispose of as follows:

_____

_____

_____

_____

☐ Each party shall pay and hold the other harmless from any debt owing on real estate they receive.

2.2 **Motor Vehicles** (check all that apply)

☐ There are no motor vehicles titled in either party's name.

☐ Plaintiff shall receive, free and clear of any claims of defendant, all right, title, and interest in the following motor vehicles:
_____ VIN _____
_____ VIN _____

☐ Defendant shall receive, free and clear of any claims of plaintiff, all right, title, and interest in the following motor vehicles:
_____ VIN _____
_____ VIN _____

☐ Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive.

☐ The Clerk of Courts is ordered to transfer any of the motor vehicles listed above if necessary.

2.3 **Household Goods and Personal Property** (check all that apply)

☐ We agree that our household goods and personal property are already divided, and we are satisfied with the division.

☐ Plaintiff shall receive the following household goods: _____
_____
_____
_____
_____

☐ Defendant shall receive the following household goods: _____
_____
_____
_____
_____

☐ See the attached list for the division of household goods.

2.4 **Bank Accounts (checking, savings, credit union, certificate of deposit)** (check all that apply)

☐ We agree that our accounts are already divided, and we are satisfied with the division.

☐ Plaintiff shall receive the following account(s): (list the type of account and the last four digits of each account) _____
_____
_____

☐ Defendant shall receive the following account(s): (list the type of account and the last four digits of each account) _____
_____
_____

☐ We have no accounts.

2.5 **Stocks and/or Bonds** (check all that apply)

☐ We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.

☐ Plaintiff shall receive the following stocks/bonds: _____
_____

☐ Defendant shall receive the following stocks/bonds: _____
_____

☐ We do not have any stocks/bonds.

2.6 **Pension/Profit Sharing, IRA, 401(k) and/or other Retirement Plans** (check all that apply)

☐ We agree that these assets are already divided, and we are satisfied with the division.

☐ Plaintiff shall receive the following: _____
_____

☐ Defendant shall receive the following: _____
_____

☐ We do not have any of the above.

2.7 **Life Insurance** (check all that apply)

☐ We agree that the cash value of all life insurance policies has already been divided.

☐ Plaintiff shall receive the following life insurance policies, free and clear of any claims of the defendant: _____

_____

☐ Defendant shall receive the following life insurance policies, free and clear of any claims of the plaintiff: _____

_____

☐ The parties have no life insurance policies with a cash value.

3. **Spousal Support** (check all that apply)

☐ Neither the plaintiff nor the defendant shall pay spousal support to the other.

☐ _____ shall pay spousal support to _____ in the amount of $_____ per month, plus a 2% processing fee, payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372, effective _____, 20 _____, which shall terminate upon the happening of the earliest of the following events:

1. After a period of _____ months;
2. Death of the spouse receiving or paying the spousal support;
3. The spouse receiving the spousal support is living with another person in a marriage-type relationship.

Check the one that applies:

☐ The parties agree that the Court **shall** have continuing jurisdiction to modify spousal support.

☐ The parties agree that the Court **shall not** have continuing jurisdiction to modify spousal support.

4. **Debts** (check all that apply)

☐ Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution, and indemnify the other party for these debts.

☐ We have no debts.

☐ The debts will be divided between us as listed:

Creditor	Purpose of Loan	Approx. Balance	Who will pay Plaintiff/Defendant (indicate)
1.			
2.			
3.			
4.			
5.			

(use additional pages as needed)

5. **Non-Use of Other's Credit**

Neither party shall incur any debt or obligation upon the credit of the other. If either party does so, he/she shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

6. **Name Change**

The ☐ plaintiff ☐ defendant ☐ **does** ☐ **does not** request that they be restored to their former name of _____.

7. **Complete Disclosure**

Each party has made a full and complete disclosure of their assets and property, and neither has knowledge of any other property of any kind in which the parties have any interest. In the event it is discovered that either party has failed to disclose, whether knowingly or inadvertently, an asset with a value greater than $1,000.00, the other party may be entitled to one-half of its value upon written request to the Court.

8. **Incorporation into Decree/Effectiveness of Agreement**

If the parties jointly institute proceedings for a Dissolution, in this state or elsewhere, this agreement shall be presented to the Court in such proceeding with the request that it be adjudicated to be fair, just and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the

Court. If, at the time of the hearing on such Dissolution, either spouse is not satisfied with this Separation Agreement or does not wish a Dissolution of the Marriage, and if neither spouse files a motion pursuant to Ohio law to convert the Dissolution action to an action for Divorce, the Court shall dismiss the Dissolution Petition and refuse to approve this proposed Separation Agreement. In that event, the terms and provisions contained in this Separation Agreement shall be null and void and have no further legal effect.

9. **Complete Agreement**

This written agreement is the complete agreement of the parties. There are no other representations, or agreements, statements, or prior written matter that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms this agreement shall be valid unless in writing and signed by both of the parties. No waiver of any breach or default of this agreement shall be deemed a waiver of any later breach or default of the same or similar nature.

10. **Performance of Necessary Acts**

Upon execution and approval by the Court of this agreement, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this agreement, and all periodic payments required under the terms of this agreement shall commence.

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document. The County Auditor, County Recorder, Clerk of Courts, and any and all other

public and private officials are authorized and directed to accept this agreement or a properly certified copy of it instead of the document regularly required for such conveyance or transfer.

11. **Other**

☐ We agree to the following additional matters: _____
_____
_____
_____
_____

12. **Severability**

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

13. **Applicable Law**

All of the provisions of this agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

14. **Mutual Release**

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other for any reason up to the date of the execution of this agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waive all rights which would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

_____
Plaintiff's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____ _____ this _____ day of _____, 20_____. (Plaintiff)

_____
Notary Public, State of Ohio
My Commission Expires _____

****

_____
Defendant's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____ _____ this _____ day of _____, 20_____. (Defendant)

_____
Notary Public, State of Ohio
My Commission Expires