

**Court of Common Pleas  
General Trial Division  
Tuscarawas County, Ohio**

(Exhibit A)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SS#: \_\_\_\_\_

DOB: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Petitioner,

Judge \_\_\_\_\_

Case No. \_\_\_\_\_

-and-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SS#: \_\_\_\_\_

DOB: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Petitioner,

**Separation Agreement  
(With Minor Children)**

This Separation Agreement is voluntarily made and entered into by Wife, \_\_\_\_\_, and by Husband, \_\_\_\_\_, (hereafter called "parties"), who represent the following:

- A. The date and place of the marriage of the parties are:  
Date of Marriage: \_\_\_\_\_ Place of Marriage: \_\_\_\_\_
- 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 Property (Real Estate)**

- We have no real property.
- The husband has real property which he owned prior to this marriage, or received by inheritance, and the wife is waiving her claims to his real property, now and in the future. The property is located at: \_\_\_\_\_
- The wife has real property which she owned prior to this marriage, or received by inheritance, and the husband is waiving his claims to her real property, now and in the future. The property is located at: \_\_\_\_\_
- The parties jointly own real property and agree to dispose of it as follows:  
Location: \_\_\_\_\_ Disposed of as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Each party shall pay and hold the other harmless from any debt owing on real property they receive unless otherwise stated in this agreement.

2.2 **Motor Vehicles**

- There are no motor vehicles titled in either party's name.
- Husband shall receive, free and clear of any claims of the wife, all right, title, and interest in the following motor vehicles:  
\_\_\_\_\_  
\_\_\_\_\_
- Wife shall receive, free and clear of any claims of the husband, all right, title, and interest in the following motor vehicles:  
\_\_\_\_\_  
\_\_\_\_\_
- Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive unless otherwise stated in this agreement.

**2.3 Household Goods and Personal Property**

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

Husband shall receive the following household goods: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Wife 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)**

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

Husband shall receive the following account(s): (list the type and account number)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Wife shall receive the following account(s): (list the type and account number)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have no accounts.

**2.5 Stocks and/or Bonds**

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

Husband shall receive the following stocks/bonds: \_\_\_\_\_  
\_\_\_\_\_

Wife 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**

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

Husband shall receive the following: \_\_\_\_\_  
\_\_\_\_\_

Wife shall receive the following: \_\_\_\_\_  
\_\_\_\_\_

We do not have any of the above.

2.7 **Life Insurance**

- We agree that the cash value of all life insurance policies has already been divided.
- Husband shall receive the following life insurance policy, free and clear of any claims of the wife: \_\_\_\_\_
- Wife shall receive the following life insurance policy, free and clear of any claims of the husband: \_\_\_\_\_
- The parties have no life insurance policies with a cash value.

3. **Spousal Support**

- Neither the wife nor the husband shall pay spousal support now or in the future to the other.
- \_\_\_\_\_ shall pay spousal support to \_\_\_\_\_ in the amount of \_\_\_\_\_ per month, plus a 2% processing fee, payable through the Tuscarawas County Child Support Enforcement Agency (CSEA) 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. Cohabitation with another person by the spouse receiving support;
  4. (Other): \_\_\_\_\_

The parties agree that the Court **shall/shall not** have continuing jurisdiction to modify spousal support. (Circle one)

4. **Debts**

- 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.
- We agree to the payment of all debts we owe, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Loan	Approximate Balance	Who will pay Husband/Wife
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

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

Neither party shall incur any debt or obligation upon the credit of the other. If they do, they shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

6. **Allocation of Parental Rights and Responsibilities**

6.1 **Custody**

Wife shall have custody of the following child(ren): \_\_\_\_\_  
\_\_\_\_\_

Husband shall have custody of the following child(ren): \_\_\_\_\_  
\_\_\_\_\_

The parties have agreed to shared parenting as set out in the attached Shared Parenting Plan.

6.2 **Visitation**

The parties agree to the visitation schedules and rules set out in the Courts' standard visitation orders, attached as Schedules A and B and incorporated herein, except as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties agree to visitation as set out in their Shared Parenting Plan attached hereto.

7. **Child Support - Court Calculated**

Wife/Husband shall pay to husband/wife as and for the support of the parties' child(ren), the sum as provided by the Ohio Child Support Guidelines, to be established by the Court at the final hearing based on financial information furnished to the Court by the affidavit attached to the Petition.

The support shall be set out as an amount per month per child, plus processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through to Tuscarawas County CSEA, 154 Second Street, NE, PO Box 10 1 6, New Philadelphia, Ohio 44663.

The child support obligation shall be effective (date)\_\_\_\_\_ Any support not paid through the CSEA shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes self-supporting, or reaches eighteen, whichever event first occurs, provided that such support shall continue beyond the child's eighteenth birthday so long as the child continuously attends on a full-time basis any recognized and accredited high school, but not beyond the age of nineteen, unless further ordered by the Court or CSEA.

All support ordered shall be withheld or deducted from the income or assets of the party paying support, pursuant to a withholding order issued according to law.

8. **Health and Medical Expenses**

8.1 Each party shall have access to all medical records of the child(ren) as provided by law.

8.2 Check either 1, 2 or 3 below and complete:

1.  The \_\_\_\_\_ **shall provide** health insurance for the minor child(ren) of the parties. The insurance carrier is \_\_\_\_\_ whose address is \_\_\_\_\_  
Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.

2.  **Both parties shall provide** and maintain health insurance for the benefit of the minor child(ren). The \_\_\_\_\_ ~ s insurance carrier, whose address is \_\_\_\_\_, shall be primary and the \_\_\_\_\_ ~ s insurance carrier, whose address is \_\_\_\_\_, shall be secondary. Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.

3.  **Neither party** has health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). If health insurance coverage becomes available to either party, they shall obtain the insurance and notify the other party and submit proof of insurance, insurance forms and an insurance card. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.

8.3 Any "**ordinary**" medical, dental, optical, prescription and related health care expenses for the child(ren), defined as the amount of \$100.00 per year per child not covered by insurance, shall be paid by the custodial parent. The cost of any uninsured medical, dental, optical, psychological and related health care expenses, including co-payments and deductibles under any health insurance plan for the child, in excess of \$100. 00 per year per child shall be considered "**extraordinary**" medical and related health care expenses and shall be divided between the parties as follow:

\_\_\_\_\_ % by father

\_\_\_\_\_ % by mother

9. **Tax Exemptions**

9.1 Check either 1 or 2 below and complete:

1.  Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2.  Husband shall be entitled to claim the following child(ren) as his dependents for income tax purposes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the non-custodian to be able to claim the child(ren) set out above, he/she must have paid all their support obligation for that year.

10. **Name Change**

The wife **does/does not** request she be restored to her former name of \_\_\_\_\_  
(Circle one)

11. **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 the value of which is greater than \$1,000.00, the other party may be entitled to one-half of its value upon written request.**

12. **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, then the terms and provisions contained in this Separation Agreement shall be null and void and have no further legal effect.

13. **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 hereof shall be valid unless in writing and signed by both the parties. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

14. **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 and the County Auditor, County Recorder and/or Clerk of Courts and any and all other public and private officials are hereby authorized and directed to accept this agreement or a properly certified copy thereof if lieu of the documented regularly required for such conveyance or transfer.

15. **Other**

We agree to the following additional matters: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **Severability**

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

17. **Applicable Law**

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

18. **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 upon or by reason of any matter, cause, or thing 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.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Petitioner/Wife's Signature

\_\_\_\_\_  
Witness

State of Ohio  
County of \_\_\_\_\_

Acknowledgment

This Separation Agreement was signed and acknowledged before me by \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Wife)

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Petitioner/Husband's Signature

\_\_\_\_\_  
Witness

State of Ohio  
County of \_\_\_\_\_

Acknowledgment

This Separation Agreement was signed and acknowledged before me by \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Husband)

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires \_\_\_\_\_