

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This Separation Agreement (the “Agreement”), made this 4th day of November, 2024, is entered into by John Doe (“Husband”) and Jane Smith (“Wife”) (collectively the “Parties”).

RECITALS

WHEREAS, the Parties were married on May 16, 2013 by a Religious ceremony in Baltimore County, Maryland, and remain legally married;

WHEREAS, irreconcilable differences have arisen and continue to exist between the Parties, and they have lived separate and apart without cohabitation since May 5, 2024, without interruption;

WHEREAS, two children were born or adopted as a result of the marriage who remain minors, namely Little Bobby, born March 14, 2020 and Cindy Lou Who, born May 15, 2022 (the “Children”);

WHEREAS, the Parties have mutually agreed to seek an absolute divorce and wish to settle all matters related to custody, parenting time, child support, healthcare, education, and other child-related expenses, spousal support, property division, and any other rights or responsibilities arising from their marriage; and

WHEREAS, the Parties intend for this Agreement to resolve all matters pertaining to their marital and financial relationship, in a fair and equitable manner, to avoid further litigation.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and of other good and valuable consideration, the receipt whereof by the Parties is hereby acknowledged, Husband and Wife hereby agree to the following terms and conditions:

1. Terms of the Separation.

1.1. *Living Arrangements.* The Parties have been living separate and apart without cohabitation since May 5, 2024, and shall continue to do so. Each party is free from interference, direct or indirect, by the other, and may reside, work, or engage in any activity as if unmarried. Neither party shall compel the other to cohabit or attempt to resume the marital relationship.

1.2. *Grounds for Divorce.* Nothing in this Agreement shall be construed as a waiver by either party of any ground for divorce that either of them may now or hereafter have against the other. The Parties acknowledge that they may pursue divorce on the grounds of mutual consent, regardless of whether they are living apart or together, provided they satisfy the requirements of Maryland law.

1.3. *Effect of Reconciliation.* While the Parties do not foresee reconciliation, they agree that if a reconciliation occurs, whether temporary or permanent, it will not affect the provisions of this Agreement regarding the division of property or other settled issues unless a new written agreement is entered into by each party.

2. Alimony. The Parties have mutually agreed to waive any and all claims to alimony, both now and in the future. Each party acknowledges that this waiver is made voluntarily and with full understanding of its implications, and neither party shall make any claim for alimony against the other at any time hereafter. The Parties have further mutually agreed that neither party will provide health insurance coverage for the other, now or at any time in the future. Each party shall be solely responsible for obtaining and maintaining their own health insurance coverage, and neither party shall have any obligation to contribute to the health insurance costs of the other.

3. Child Support, Custody & Visitation.

3.1. *Child Support.* Husband agrees to pay Wife a fixed monthly child support payment of \$500.00 on or before the 1st day of each month, commencing on the 1st day of the month following the effective date of this Agreement. This payment is intended to contribute to the Children's needs, including but not limited to food, clothing, healthcare, education, and extracurricular activities. The Parties agree that this fixed amount is in the best interest of the Child, consistent with the Maryland Child Support Guidelines, and satisfies all child support obligations unless otherwise modified by a court of competent jurisdiction or mutual written agreement.

3.2. *Physical Custody.* The Parties have mutually agreed that the following child access schedule is in the best interest of the children, ensuring that both Parties have regular and meaningful contact with the children in accordance with their needs and welfare.

END OF SAMPLE

Pages 3-11 Omitted