THIS IS A SEPARATION AGREEMENT DATED

Between

(Husband)

and

(Wife)

1. Background
   1. Husband and Wife commenced cohabiting in [date] and were married [date].
   2. They separated on [date]. The parties will continue living separate and apart.
   3. They have one child, name, born date.
   4. Husband's social insurance number is [SIN] and Wife's is [SIN].
   5. They agree to be bound by this Agreement which settles all issues between them.
   6. This Agreement replaces all oral or written agreements made between the parties.

1. Freedom From The Other
   1. Husband and Wife will not harass or speak ill of each other.

1. Parenting
   1. Husband and Wife will have joint custody of Child.
   2. They will promptly, upon receipt of same, exchange notes from Child’s school, special events, etc.
   3. Husband and Wife will prefer Child's interests to their own. Husband and Wife will:
      1. exchange information about Child,
      2. encourage Child to have a good relationship with each parent,
      3. refrain from making disparaging remarks to Child about the other parent, and
      4. consult each other regularly about important issues such as Child's education, health care and religious upbringing.

Residence:

* 1. The parties wish to maintain an extremely flexible parenting arrangement.
  2. If and when Child ever states that he wishes to reside with Husband, the parties shall follow Child’s wishes and facilitate the move.
  3. Child will stay with Husband every second weekend, from Friday evening to Sunday evening, and at such other times as agreed upon by the parties.
  4. If the Monday following Husband’s weekend with Child is a statutory holiday, Child shall stay with Husband until Monday evening.
  5. If the Friday before Husband’s weekend with Child is a statutory holiday, Child shall stay with Husband from Thursday evening.
  6. If the child is invited to a birthday party that falls on Husband’s weekend, or has another event as arranged by Wife that falls of Husband’s weekend, Wife shall advise Husband as soon as possible and no later than 48 hours after she is aware of the invitation forwarded to the child or no later than 48 hours after she becomes aware of the activity or event.
  7. A parent will make best efforts not to schedule activities or events during the other parent’s time with Child.
  8. The parties will equally share Child’s holidays.
  9. Husband and Wife agree that it is in Child's best interests to spend time with the other parent rather than with a third party. Accordingly, if either of them cannot care for Child overnight or for more than eight (8) hours, he or she will notify the

other and give him or her the opportunity to do so. If the notified parent cannot care for Child, the other will make childcare arrangements at his or her own expense.

* 1. Husband and Wife will at all times maintain a reasonable and flexible position respecting the residency arrangements for Child and at all times the best interests of Child shall prevail. Accordingly, if special occasions, extracurricular activities, holidays, excursions or other opportunities become available to Child, or to Husband and Wife, neither of them shall insist that the residency arrangements set out herein shall be adhered to without exception.

Decision Making:

* 1. The parent residing with Child at the relevant time will make the daily decisions affecting their welfare.
  2. Husband and Wife will make important decisions about Child's welfare together, including decisions about Child's:
     1. education,
     2. major non-emergency health care, and
     3. major recreational activities,
  3. If Child needs emergency medical care while with one parent, that parent will promptly notify the other of the emergency.
  4. Husband and Wife may telephone Child on a daily basis when they are with the other parent. Child may call either party as he pleases.
  5. Husband and Wife may make inquiries and be given information by Child's teachers, school officials, doctors, dentists, health care providers, summer camp counsellors or others involved with Child.
  6. If Child have alleged serious misconduct either at home, school, or elsewhere, this misconduct will be discussed by the parents jointly. The parents together will discuss the appropriate discipline.
  7. Both parents may attend all school functions. The parents will attend parent-teacher meetings together.
  8. Each parent will obtain his or her own school calendar and school notices.

Mobility:

* 1. Husband and Wife will live near each other so that Child will have frequent contact with both parents. Wife will not move Child's residence from the City of without first providing to Husband ninety (90) days notice of her proposed moved and information as to her proposed new address, and obtaining Husband’s written consent or a court Order.

Children’s Documents:

* 1. Child’s Ontario Health Card shall travel back and forth with Child.
  2. Wife shall keep Child’s other documents and provide same to Husband upon his request: Birth Certificate, social insurance cards, passport and immunization record.
  3. Husband shall obtain certified copies of Child’s Birth Certificate, social insurance cards, passport and immunization record.

Travel:

* 1. If either parent plans a vacation, wherein he or she will be leaving the Province of Ontario or Canada, that parent will give the other a detailed itinerary at least fourteen (14) days before it begins, including the name of any flight carrier and

flight times, accommodation, including address and telephone numbers, and details as to how to contact Child during the trip.

* 1. If either parent plans a vacation outside Canada with Child, the other parent will provide a notarized letter authorizing Child to travel. (See attached Schedule "Travel Consent Form"), at the expense of the travelling parent.

Names:

* 1. Husband and Wife will not change Child's name without the other's written, signed, witnessed consent.

Death of Parent/Parents:

* 1. If Husband or Wife dies, the other will have custody of Child. Husband and Wife will make wills consistent with this section.
  2. If both parents die, [name], will have custody of Child and become guardian of Child's property. Husband and Wife will make wills consistent with this section.

1. Child Support
   1. For purposes of determining child support for Child, Husband's annual income is $[AMOUNT] and Wife's annual income is $[AMOUNT].
   2. Husband will pay to Wife as child support for Child:
      1. the Table amount of $, starting [date} and on the first day of each month; and
      2. his share of the special or extraordinary expenses as set out in the applicable special or extraordinary expenses sections below;

until a terminating event occurs or there is an agreed upon or court ordered change in the quantum of support.

Special or Extraordinary Expenses:

* 1. Child currently does not have any special or extraordinary expenses.
  2. The parties will only contribute to Child's special or extraordinary expenses if the parties consent to the expenses in advance, in writing. Neither party will unreasonably withhold consent.
  3. Husband will be responsible for 50 per cent of Child’s agreed upon special or extraordinary expenses.
  4. Wife will be responsible for 50 per cent of Child’s agreed upon special or extraordinary expenses.

Post-Secondary Expenses:

* 1. The parties expect for Child to be completely responsible for his own post-secondary expenses.
  2. When Child begins to live away from home for educational purposes, Husband shall not pay child support to Wife during the months that the child is away at school. If the child stays with Wife during the summer, Husband shall pay child support for Child only during the summer months.

Taxes and Benefits:

* 1. Wife may claim the Canada Child Tax Benefit including the National Child Benefit Supplement and the eligible dependant credit (formerly, equivalent-to-spouse credit) for Child. These benefits will not affect the child support in this Agreement.
  2. If the income tax benefit for a child's post-secondary educational institution is not fully used by the child, both parties shall equally claim the unused portion of the income tax benefit.

Review and Disclosure:

* 1. If Child ceases to be a "child" as defined in the Guidelines because he has interrupted his schooling for any purpose, but he later returns to school full-time and is still under the age of 23, then he will be deemed once again to be a "child" as defined in the Guidelines and support will resume until a terminating event occurs, as set out in this Agreement.
  2. The parties will exchange Income Tax Returns and Notices of Assessment by June 1st of each year. They will review child support, on an ongoing basis, commencing June 1, 2011.

Termination:

* 1. Child support ends for Child when:
     1. the child ceases to be a "child" as defined in the *Divorce Act*,
     2. the child no longer resides with the custodial parent, ("resides" includes the child living away from home for school, summer employment or vacation – see above with respect to child living away from home during the school year and child support),
     3. the child turns 18, unless he is unable to become self-supporting due to illness, disability, education or other cause,
     4. the child becomes self-supporting,
     5. the child obtains one post-secondary degree or diploma,
     6. the child turns 23 years of age,
     7. the child marries,
     8. the child dies, or
     9. a party dies, provided that the security in the section of this Agreement entitled "Life Insurance" is in place at the time of death.

1. Spousal Support
   1. Currently, Husband's annual income is $ and Wife's annual income is $.
   2. Husband will pay Wife spousal support as follows:
      * 1. $ per month, starting [date], and ending on [date]. On [date], spousal support ends forever. This term cannot be changed.
        2. To be clear, the last spousal support payment to be made from Husband to Wife shall be on [date]. After [date], Husband shall never again pay Wife any spousal support.
        3. Spousal support shall not be subject to the indexing factor.
   3. Since [date], Husband has paid spousal support of $ to Wife on a periodic basis. These payments are deemed to have been paid and received under this Agreement and subsections 56.1(3) and 60.1(3) of the *Income Tax Act*. Husband will deduct these payments from his taxable income and Wife will include them in her taxable income.

Taxes:

* 1. Husband will deduct these payments from his taxable income and Wife will include them in her taxable income.
  2. The parties will register their spousal support arrangement with CRA by filing Form T1158 "Registration of Family Support Payments" with CRA.
  3. In any case, when required by Husband and reasonably requested, Wife will provide a statement of support received by her from Husband for the prior year.
  4. Husband will reimburse Wife for any additional income tax she must pay as a result of declaring that she receives spousal support from Husband.
  5. By April 1st of each year, commencing April 1, 2012, Wife will give Husband a copy of her income tax return for the prior year which includes spousal support received from Husband. Husband will calculate how much extra income tax Wife owes because of her receipt of spousal support. Husband will provide a cheque payable to the Canada Revenue Agency, to cover the additional amount owing by Wife because she is in receipt of spousal support, before April 20th for Wife to include with her income tax return.

Method of Payment:

* 1. By January 1st each year, Husband will give Wife post-dated spousal support cheques for the following year.
  2. If Husband provides Wife with a cheque that cannot be negotiated at Wife's bank, Husband will reimburse Wife for any resulting bank charges.

Release of Spousal Support – No Spousal Support after [date] for Wife:

* 1. After payment of spousal support in the amounts and schedule set out above, Wife forever waives all rights to support for herself and releases Husband and his estate from all claims to support for herself that she may have at common law, in equity or by statute, including claims under the Divorce Act, the Family Law Act, and the *Succession Law Reform Act.*
  2. Wife releases her rights to spousal support from Husband, forever, after [date].
  3. Wife and Husband intend this Release to be forever final and non-variable.
     1. For greater certainty, the parties acknowledge that:
        1. they have negotiated this Agreement in an unimpeachable fashion and that the terms of this Agreement fully represent their intentions and expectations;
        2. they have had independent legal advice and all the disclosure they have requested and require to understand the nature and consequences of this Agreement, and to come to the conclusion, as they do, that the terms of this Agreement, including the release of all spousal support rights after [date] for Wife, reflects an equitable sharing of the economic consequences of their relationship and its breakdown;
        3. the terms of this Agreement substantially comply with the overall objectives of the *Divorce Act* now and in the future;
        4. they require the courts to respect their autonomy to achieve certainty and finality in their lives;
        5. the terms of this Agreement and, in particular, Wife’s release of spousal support after [date], reflect each party’s own particular objectives and concerns, and are intended to be a final and certain settling of all spousal support issues between them. Among other considerations, Husband and Wife are also relying on this spousal release (no spousal support for Wife after [date], in particular, upon which to base their future lives.
     2. Wife and Husband have agreed to time-limited spousal support because they want to have a fixed, non-variable, schedule and be able to pursue their separate and independent lives, no matter what changes may occur. Wife and Husband specifically anticipate that Wife may have difficulty re-entering the work force full time, one or both of them may lose their jobs, become ill and be unable to work, have additional child care responsibilities that will interfere with their ability to work (including but not limited to the child having adjustment difficulties, emotional,

behavioural, psychological or physical difficulties or special needs), find their financial resources diminished or exhausted whether through their own fault or not, or be affected by general economic and family conditions changing over time. Changes in their circumstances may be catastrophic, unanticipated or beyond their imagination. Nevertheless, no change, no matter how extreme or consequential for either or both of them, will alter this agreement or the release of spousal support after [date].

* + 1. The spousal support release is in no way tied to the issue of the child. The Release is final regardless of the circumstances of the child, residence of the child (whether or not Child resides with Wife or Husband) or the quantum of child support paid, or the child’s special or extraordinary expenses.
    2. Wife and Husband fully accept that no change whatsoever in either or both of their circumstances will entitle Wife to spousal support from Husband after [date].
    3. In short, the parties expect the courts to enforce fully the terms of this Agreement regarding the payment of spousal support and the spousal support release (no spousal support for Wife after [date] no matter what occurs in the future.
    4. Husband has not imposed any conditions which may call for a termination or review of spousal support prior to [date], regardless of the circumstance (i.e. Wife remarrying, Wife residing with another man, Wife working), in exchange for the finality of spousal support ending forever on [date].

1. Medical and Dental Benefits
   1. In this section:

"medical" means all mental and physical health needs, including prescriptions, vision care, psychological counselling, dental and orthodontic costs, chiropractic

costs, speech therapy, occupational therapy, physiotherapy, homeopathy, acupuncture and massage therapy.

* 1. Currently only Husband has extended health insurance. In the event only one party has extended health insurance the party having such coverage will keep Child and other party covered under the extended health insurance. With respect to the other spouse such coverage will continue so long as that party may be covered under the extended health insurance plan. Both parties realize that Wife will not have coverage once the parties are divorced.
  2. Medical expenses not covered by either party's extended health insurance will be shared equally by the parties.
  3. Neither party will not be required to contribute to any medical expenses unless his or her consent was obtained in advance, in writing, such consent not to be unreasonably withheld.
  4. After the obligation to pay child support ends, on 30 days notice to Wife, in writing, Husband may remove Child’s name from the extended health insurance coverage.

1. Life Insurance
   1. For so long as Child remains dependent, the parties shall each maintain life insurance in the amount of at least $, naming Child as beneficiary.
   2. The parties shall exchange proof that they have insurance upon executing this Agreement and they shall sign any necessary document authorizing the other to contact the insurer and ensure that the correct amount of insurance is in place and that the children are the beneficiaries.
   3. Husband authorizes a lien and first charge against his estate for $ if at the time of his death, he does not have a policy in the amount of $, and Child remains a dependent.
   4. If at the time of his death, Husband does not have a policy in the amount of $ and Child remains a dependent, in addition to any other remedy Wife may have against Husband's estate, she may apply under the *Succession Law Reform Act* for relief for Child.
   5. Wife authorizes a lien and first charge against her estate for $500,000 if at the time of her death, she does not have a policy in the amount of $500,000, and Child remains a dependent.
   6. If at the time of her death, Wife does not have a policy in the amount of $500,000 and Child remains a dependent, in addition to any other remedy Husband may have against Wife's estate, he may apply under the *Succession Law Reform Act* for relief for Child.
   7. For so long as Husband is required to pay spousal support to Wife, Husband shall obtain a life insurance policy in the amount of $200,000, listing his estate as the beneficiary. This insurance shall serve as security for any spousal support owing to Wife at the time of Husband’s death.
2. Property
   1. The parties do not have any joint assets.
   2. The parties do not have any joint back accounts.
   3. Neither party shall pay the other an equalization payment.
   4. Husband will keep, free from any claim by Wife, the monies in all of his bank accounts his work place pension, and his RRSP savings in his name.
   5. Wife will keep, free from any claim by Husband, the monies in all of her bank accounts in her name.
   6. Each party acknowledges that each has been advised of her or his rights to the equalization of net family property under the *Family Law Act*.
   7. Each party affirms that the benefits given by this agreement fully satisfies any and all entitlement each party has or may have to an equalization of net family property.
3. Matrimonial Home
   1. The parties no longer have a matrimonial home.
   2. The parties sold the matrimonial home. The closing date was on or about [date].
   3. Husband and Wife have divided their household contents to their mutual satisfaction.

a. The contents of the matrimonial home, including furniture, furnishings, household goods, silverware, china, glassware, rugs, books, pictures, collectables, tools, bric‑a‑brac, and all other household effects have been divided between the parties or have been purchased or the value set off against the value of other property by one of the parties to the satisfaction of each of them.

b. Each has possession of his or her jewellery, clothing and personal effects.

c. Each may dispose of the items possessed by him or her as he or she deems fit.

d. There shall be no further accounting in respect of these household contents. Each may dispose of the household contents, automobiles, personal possessions and jewellery now in their possession as if he or she were unmarried. Neither party holds any household contents, automobiles, personal possessions or jewellery in trust for the other. Any household contents, automobiles, personal property, and jewellery hereafter acquired by either party shall be free from any claims by the other.

1. Debts
   1. Wife and Husband do not have any joint debts.
   2. Husband and Wife will be solely responsible for payment of their own personal debts and liabilities and will indemnify the other from any expense or liability with respect to his or her own debts.
   3. Neither Wife nor Husband will pledge the credit of the other or bind the other for any debts he or she may incur after the signing of this Agreement. Wife and Husband acknowledge that they have not pledged the credit of the other since separation.
   4. CRA:
      1. To the best of their knowledge, neither party is liable for any income tax for a period of time before the date of this agreement,
      2. Both parties have paid or will pay, any income taxes owing or instalment payments due,
      3. If either party becomes liable for income tax under s. 160 of the *Income Tax Act* or if any property transferred to either party is charged for payment of income taxes for which the other party is liable (“Liable Party”), the Liable Party agrees to indemnify the other party, and
      4. The Liable Party’s indemnification of the other party will be enforceable as a consent to judgment in favour of the other party and against the Liable Party in the amount of the liability, plus the costs incurred to obtain the judgment and enforce it.
   5. A party who is under an obligation in this Agreement to reimburse or indemnify the other will:
      1. pay the other's expenses, damages or loss, including costs arising from the party's obligation to reimburse or indemnify, and
      2. indemnify the other from:
         1. any amounts paid by him or her with respect to the liability, plus interest on the amount at fifteen (15) percent a year compounded annually, and
         2. actual legal fees and disbursements incurred by him or her.
   6. In this Agreement, one party's indemnification of the other with respect to a debt will be enforceable as a consent to judgment in favour of the party owed the indemnity and against the party owing it in the amount of the liability, plus the costs incurred to obtain the judgment and enforce it.
2. Pensions
   1. Either party may apply for a division of Canada Pension Plan credits.
   2. Aside from the Canada Pension Plan, neither party will make a claim to share in any pension of the other, including but not limited to any company pension plans, deferred profit-sharing plans, registered retirement savings plans and registered home ownership savings plans.

1. Releases
   1. Except as otherwise provided in this Agreement, Husband and Wife release each other from all claims either may have against the other now or in the future under the terms of any statute or the common law, including all claims under the *Divorce Act*, the *Family Law Act*, and the *Succession Law Reform Act*, for:
      1. possession of property,
      2. ownership of property,
      3. division of property,
      4. compensation for contributions to property, and
      5. an equalization payment.
   2. Except as otherwise provided in this Agreement, Husband and Wife each renounce any entitlement either may have in the other's will made before the date of this Agreement or to share in the estate of the other upon the other dying intestate.
   3. Except as otherwise provided in this Agreement, Husband and Wife release each other from all claims either may have against the other now or in the future under the terms of any statute or the common law, including claims for:
      1. a share in the other's estate,
      2. a payment as a dependant from the other's estate under the *Succession Law Reform Act*,
      3. an entitlement under the *Family Law Act*,
      4. an appointment as an attorney or guardian of the other's personal care or property under the *Substitute Decisions Act*, and
      5. participation in decisions about the other's medical care or treatment under the *Health Care Consent Act*.
   4. Except as otherwise provided in this Agreement, on the death of either party, the surviving party will not:
      1. share in any testate or intestate benefit from the estate, or
      2. act as personal representative of the deceased; and,
      3. the estate of the deceased party will be distributed as if the surviving party had died first.

1. General Terms
   1. Husband and Wife each acknowledges and agrees that this Agreement is a separation agreement entered into under section 54 of the *Family Law Act*, and is a domestic contract that prevails over all matters dealt with in the *Family Law Act*.
   2. There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.
   3. If Husband and Wife agree to try and reconcile their relationship but they cohabit for no longer than 90 days, this Agreement will not be affected. If they cohabit for more than 90 days, this Agreement will become void, except that any transfers or payments made to that time will not be affected or invalidated.
   4. The child support, spousal support, property, pension, debt and estate sections of this Agreement are interdependent and the invalidity or unenforceability of any terms dealing with the aforementioned affects the validity or enforceability of any other term dealing with the aforementioned.
   5. The child support, spousal support, property, pension, debt and estate sections of this Agreement are interdependent and inextricably intertwined in that they:
      1. fully satisfy the support objectives set out in the *Divorce Act* and the *Family Law Act*,
      2. recognize any economic advantages or disadvantages to the spouses arising from the marriage or its breakdown,
      3. apportion between the spouses any financial consequences arising from the care of any child of the marriage over and above any obligation for the support of any child of the marriage,
      4. relieve any economic hardship to the spouses arising from the breakdown of the marriage,
      5. insofar as is practicable, promote the economic self-sufficiency of each spouse within a reasonable period of time,
      6. recognize each spouse's contribution to the relationship and the economic consequences of the relationship for the spouse,
      7. share the economic burden of child support equitably,
      8. fairly assist the spouses to become able to contribute to their own support, and
      9. relieve all financial hardship.
   6. The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.
   7. On execution of this Agreement, Husband will forthwith commence an application to obtain a divorce only with no costs payable. The other party will cooperate in the service of documents. The application will be served with an Acknowledgement of Service form (see attached Schedule "Form 6: Acknowledgement of Service"), which the other party will sign and return. The divorce will then proceed on an uncontested basis.
   8. The costs of any application for a divorce order will be borne by Husband.
   9. If a divorce order issues, none of the sections of this agreement will be incorporated into the order.
   10. If a divorce order issues, all of the terms of this Agreement will continue.
   11. The interpretation of this Agreement is governed by the laws of Ontario.
   12. This Agreement survives the death of Husband and Wife and enures to the benefit of and binds Husband and Wife's heirs, executors, estate trustees, personal representatives and assigns.
   13. Husband and Wife will each inform the executors, estate trustees, personal representatives named in his or her will that this Agreement exists, and where a copy is located.
   14. Any amendments to this Agreement must be in writing, signed by the parties, dated and witnessed.
   15. Husband and Wife will sign any documents necessary to give effect to this Agreement.
   16. Although neither Husband nor Wife has requested financial disclosure from the other, they are satisfied with the financial information he or she has about the other and each waives further financial disclosure.
   17. Husband and Wife agree that lack of full financial disclosure shall not constitute a ground for avoiding the provisions of this Agreement. Husband and Wife deem financial disclosure irrelevant to the negotiation of the terms of this Agreement.
   18. Husband and Wife each acknowledge that his or her respective solicitor has drawn to his or her attention section 56(4)(a) of the *Family Law Act*, that provides as follows:

"56(4) A court may, on application, set aside a domestic contract or a provision in it,

(a) if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made."

* 1. Husband or Wife's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.
  2. Husband and Wife will pay his or her own costs for the negotiation and preparation of this Agreement.
     1. Husband and Wife have both been advised to obtain and have had the opportunity to obtain independent legal advice.
     2. Husband and Wife:  
          
          
        1. understand his or her rights and obligations under this Agreement and its nature and consequences,
        2. acknowledge that this Agreement is fair and reasonable,
        3. acknowledge that they are not under any undue influence or duress, and
        4. acknowledge that both are signing this Agreement voluntarily.
  3. Husband and Wife will each inform the executors named in his or her will that this Agreement exists, and where a copy is located.
  4. Where consent is required under this Agreement, it will not be unreasonably withheld.
  5. The effective date of this Agreement is the date on which the latter party signs it.
  6. This Agreement was prepared jointly by both parties.

TO EVIDENCE THEIR AGREEMENT HUSBAND AND WIFE HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:

DATE:

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Witness