

# THIS IS A SEPARATION AGREEMENT DATED

Between

(Husband)

and

(Wife)

## **1. Background**

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

## **2. Freedom From The Other**

- 2.1 Husband and Wife will not harass or speak ill of each other.

## **3. Parenting**

- 3.1 Husband and Wife will have joint custody of Child.
- 3.2 They will promptly, upon receipt of same, exchange notes from Child's school, special events, etc.
- 3.3 Husband and Wife will prefer Child's interests to their own. Husband and Wife will:
  - (a) exchange information about Child,

- (b) encourage Child to have a good relationship with each parent,
- (c) refrain from making disparaging remarks to Child about the other parent, and
- (d) consult each other regularly about important issues such as Child's education, health care and religious upbringing.

Residence:

- 3.4 The parties wish to maintain an extremely flexible parenting arrangement.
- 3.5 If and when Child ever states that he wishes to reside with Husband, the parties shall follow Child's wishes and facilitate the move.
- 3.6 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.
- 3.7 If the Monday following Husband's weekend with Child is a statutory holiday, Child shall stay with Husband until Monday evening.
- 3.8 If the Friday before Husband's weekend with Child is a statutory holiday, Child shall stay with Husband from Thursday evening.
- 3.9 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.
- 3.10 A parent will make best efforts not to schedule activities or events during the other parent's time with Child.
- 3.11 The parties will equally share Child's holidays.
- 3.12 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.

- 3.13 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:

- 3.14 The parent residing with Child at the relevant time will make the daily decisions affecting their welfare.
- 3.15 Husband and Wife will make important decisions about Child's welfare together, including decisions about Child's:
- (a) education,
  - (b) major non-emergency health care, and
  - (c) major recreational activities,
- 3.16 If Child needs emergency medical care while with one parent, that parent will promptly notify the other of the emergency.
- 3.17 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.
- 3.18 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.

- 3.19 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.
- 3.20 Both parents may attend all school functions. The parents will attend parent-teacher meetings together.
- 3.21 Each parent will obtain his or her own school calendar and school notices.

Mobility:

- 3.22 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:

- 3.23 Child's Ontario Health Card shall travel back and forth with Child.
- 3.24 Wife shall keep Child's other documents and provide same to Husband upon his request: Birth Certificate, social insurance cards, passport and immunization record.
- 3.25 Husband shall obtain certified copies of Child's Birth Certificate, social insurance cards, passport and immunization record.

Travel:

- 3.26 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.

- 3.27 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:

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

Death of Parent/Parents:

- 3.29 If Husband or Wife dies, the other will have custody of Child. Husband and Wife will make wills consistent with this section.
- 3.30 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.

**4. Child Support**

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

**\*\*FOR HELP DRAFTING YOUR SEPARATION AGREEMENT AND TO ENSURE  
THAT YOUR RIGHTS ARE PROTECTED,  
PLEASE CALL GELMAN & ASSOCIATES AT (416) 736-0200\*\***