

COMMONWEALTH OF MASSACHUSETTS

_____, SS.
(County- small caps)

DOCKET NO. _____

_____, Plaintiff

v.

_____, Defendant

Separation Agreement (G.L. c. 208, §1B)

The Wife is _____.
(Name of wife)

The Husband is _____.
(Name of husband)

Together, the Husband and the Wife may be referred to as “the parties.”

The Husband and the Wife were married on _____ in
(Date of marriage)

_____, _____.
(City/Town) (State/Country)

The following children were born to the Wife after the parties were married:

_____ born on _____
(Name of first child) (Date of birth)

_____ born on _____
(Name of second child) (Date of birth)

_____ born on _____
(Name of third child) (Date of birth)

_____ born on _____
(Name of fourth child) (Date of birth)

The marriage of the parties irretrievably broke down and, as a result, the

☐ Husband

☐ Wife

has filed a Complaint for Divorce in the _____ Probate and Family Court.
(County)

(Wife's initials)

(Husband's initials)

1. This Agreement is entered into in the Commonwealth of Massachusetts, and the parties agree that it shall be governed by the laws of the Commonwealth of Massachusetts.
2. The Wife agrees that she understands that she has the right to consult with a lawyer of her choosing before signing this Agreement.
3. The Husband agrees that he understands that he has the right to consult with a lawyer of his choosing before signing this Agreement.
4. The parties have included in this Agreement their entire understanding. No spoken or written statement outside of this Agreement was relied on by either party in signing this Agreement.
5. If, after this Agreement is signed by both parties, a judgment is entered in any divorce proceeding in any court brought by the Husband or by the Wife against the other, then this Agreement shall be incorporated in and made a part of that judgment. In addition to this being incorporated in the judgment,
 - ☐ this Agreement shall merge in the judgment so that it will not remain as an independent contract. If there is a material change of circumstances in the future, the Court will be able to modify the terms.
 - ☐ this Agreement shall survive as an independent contract. Even if there were a material change of circumstances in the future, the Court would not be able to modify the terms unless there were countervailing equities.
 - ☐ this Agreement shall serve as an independent contract except for those parts of the Agreement which deal with the child(ren) of the parties. The parts of the Agreement which deal with the child(ren) of the parties shall merge in the judgment. If there is a material change of circumstances in the future regarding the child(ren), the Court will be able to modify the terms regarding the child(ren). For the other parts of the Agreement, even if there were a material change of circumstances in the future, the Court would not be able to modify those terms unless there were countervailing equities.
 - ☐ this Agreement shall survive as an independent contract except for those parts of the Agreement which deal with alimony. The parts of the Agreement which deal with alimony shall merge in the judgment. If there is a material change of circumstances in the future regarding the need for alimony, the Court will be able to modify the terms regarding alimony. For the other parts of the Agreement, even if there were a material change of circumstances in the future, the Court would not be able to modify those terms unless there were countervailing equities.

(Wife's initials)

(Husband's initials)

6. The Husband is responsible for his own legal fees and costs in these proceedings up to the present.
7. The Wife is responsible for her own legal fees and costs in these proceedings up to the present.
8. The following exhibits are attached to this Agreement and are part of this Agreement. Exhibits A,B,C,D,E.
9. The Husband signs this agreement freely and voluntarily.
10. The Wife signs this agreement freely and voluntarily.

(Date)

(Signature of Husband)

(Date)

(Signature of Wife)

COMMONWEALTH OF MASSACHUSETTS

_____, SS.
(County- small caps)

Date: _____

Then personally appeared the above named _____ and made oath
(Name of Husband)
that the foregoing was his free act and deed.

Before me _____
(Notary Public)

My commission expires: _____
(Date)

COMMONWEALTH OF MASSACHUSETTS

_____, SS.
(County- small caps)

Date: _____

Then personally appeared the above named _____ and made oath
(Name of Wife)
that the foregoing was her free act and deed.

Before me _____
(Notary Public)

My commission expires: _____
(Date)

Exhibit A

Division of Marital Property

Real Estate:

☐ The Husband and the Wife own no real estate.

☐ _____

_____.

Personal Property (*includes, but is not limited to: cash, pensions, retirement plans, bank accounts, stocks, bonds, mutual funds, furniture, cars, boats, trailers, jewelry and collections*)

☐ The Husband and the Wife have already divided between themselves all of their personal property and they are satisfied that the division is fair.

☐ _____

_____.

(Wife's initials)

(Husband's initials)

Exhibit B

Alimony

- ☐ The Husband gives up and waives all right he has to past, present or future alimony from the Wife; and the Wife gives up and waives all rights she has to past, present or future alimony from the Husband.

☐ _____

_____.

(Wife's initials)

(Husband's initials)

Exhibit C

Health/Dental Insurance

- ☐ The Husband will be responsible for his own health and dental insurance. The Wife will be responsible for her own health and dental insurance.
- ☐ The Husband will provide health insurance for the Wife so long as the coverage is available to him at no additional cost. If there is an additional cost for the Wife's coverage, the Wife may keep the coverage provided she pays the additional cost. The Husband will promptly notify the Wife in writing of any changes in coverage or cost.
- ☐ The Wife will provide health insurance for the Husband so long as the coverage is available to her at no additional cost. If there is an additional cost for the Husband's coverage, the Husband may keep the coverage provided he pays the additional cost. The Wife will promptly notify the Husband in writing of any changes in coverage or cost.
- ☐ The Husband will provide dental insurance for the Wife so long as the coverage is available to him at no additional cost. If there is an additional cost for the Wife's coverage, the Wife may keep the coverage provided she pays the additional cost. The Husband will promptly notify the Wife in writing of any changes in coverage or cost.
- ☐ The Wife will provide dental insurance for the Husband so long as the coverage is available to her at no additional cost. If there is an additional cost for the Husband's coverage, the Husband may keep the coverage provided he pays the additional cost. The Wife will promptly notify the Husband in writing of any changes in coverage or cost.
- ☐ The Husband will be responsible for his uninsured medical and dental expenses.
- ☐ The Wife will be responsible for her uninsured medical and dental expenses.
- ☐ The
 - ☐ Husband
 - ☐ Wifeshall provide health insurance for each child of the parties so long as any child support is payable for the child.
- ☐ The
 - ☐ Husband
 - ☐ Wifeshall provide dental insurance for each child of the parties so long as any child support is payable for the child.
- ☐ The
 - ☐ Husband

- ☐ Wife
shall provide health insurance for each child of the parties- and for his/her spouse- when it is available through an employer or otherwise at a reasonable cost.
- ☐ The
 - ☐ Husband
 - ☐ Wifeshall provide dental insurance for each child of the parties- and for his/her spouse- when it is available through an employer or otherwise at a reasonable cost.
- ☐ The Husband and the Wife will each pay one-half of any reasonable uninsured medical or dental expenses of each child of the parties so long as any child support is payable for the child.
- ☐ _____

_____.

(Wife's initials)

(Husband's initials)

Exhibit D

Child Custody and Visitation

Custody:

- ☐ The Husband and the Wife shall have joint legal custody of the minor child(ren) of the parties, and the Husband shall have physical custody.
- ☐ The Husband and the Wife shall have joint legal custody of the minor child(ren) of the parties, and the Wife shall have physical custody.
- ☐ The Husband shall have sole legal and physical custody of the minor child(ren) of the parties.
- ☐ The Wife shall have sole legal and physical custody of the minor child(ren) of the parties.
- ☐ _____

_____.

Visitation:

- ☐ The Husband shall have the following visitation with the child(ren):

_____.
- ☐ The Wife shall have the following visitation with the child(ren):

_____.

(Wife's initials)

(Husband's initials)

Exhibit E

Child Support

- ☐ The Husband shall pay child support to the Wife in the amount of \$_____ per week, by wage assignment to the Department of Revenue. Any time the wage assignment is not in effect, or is in effect for less than the full amount ordered, payment of the difference between the amount ordered and the amount withheld from the Husband's wages shall be made directly by mail, payable to the Commonwealth of Massachusetts, and mailed to:

DOR/CSE
P.O. Box 55144
Boston, MA 02205-5144

- ☐ The Wife shall pay child support to the Husband in the amount of \$_____ per week, by wage assignment to the Department of Revenue. Any time the wage assignment is not in effect, or is in effect for less than the full amount ordered, payment of the difference between the amount ordered and the amount withheld from the Wife's wages shall be made directly by mail, payable to the Commonwealth of Massachusetts, and mailed to:

DOR/CSE
P.O. Box 55144
Boston, MA 02205-5144

- ☐ The Husband may claim _____ - the child(ren)- of the parties as a dependant(s) on his income tax returns.
- ☐ The Wife may claim _____ - the child(ren)- of the parties as a dependant(s) on her income tax returns.
- ☐ The Husband shall maintain in full force and effect his present life insurance on his life with the child(ren) of the parties, or a trust for the benefit of the child(ren) of the parties, as beneficiary. The insurance shall be kept in effect for so long as any child support is payable for a child of the parties.
- ☐ The Wife shall maintain in full force and effect her present life insurance on her life with the child(ren) of the parties, or a trust for the benefit of the child(ren) of the parties, as beneficiary. The insurance shall be kept in effect for so long as any child support is payable for a child of the parties.

☐ _____

_____.

(Wife's initials)

(Husband's initials)

NOTICE

The attached Separation Agreement form is provided by the Probation Department of this court to parties who do not have a lawyer involved with their case. Most separation agreements that are prepared by a lawyer for a client are longer than this form and have more provisions than are in this form. This form is not a substitute for having a lawyer. The form makes no attempt to create the best agreement for you, but simply covers the minimum of provisions that the judge will probably want to see in order for the judge to find that the agreement is fair and reasonable.

There may be other provisions that will be in your best interests. You may add additional Exhibits with the provisions you want. The best way to ensure that a separation agreement will be the best one for you is to have a lawyer prepare the agreement for you.