

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

Name: _____	:	Case No. _____
Address: _____	:	
_____	:	
Phone: _____	:	Judge _____
	:	
Plaintiff,	:	Separation Agreement
	:	(With Minor Children)
and	:	
	:	
Name: _____	:	
Address: _____	:	
_____	:	
Phone: _____	:	
	:	
Defendant.	:	

This Separation Agreement is voluntarily made and entered into by Plaintiff, _____, and by Defendant, _____, (hereafter called "parties"), who represent the following:

A. Date of Marriage: _____ Place of Marriage: _____
 _____ (City)
 _____ (County, State & Country)

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 Estate** (check all that apply)

- We have no real estate.
- The plaintiff has real estate that they owned prior to this marriage, or received by inheritance, and the defendant is waiving their claims to plaintiff's real estate, now and in the future. The property is located at:

- The defendant has real estate that they owned prior to this marriage, or received by inheritance, and the plaintiff is waiving their claims to defendant's real estate, now and in the future. The property is located at:

- The parties jointly own real estate and agree to dispose of it as follows:
Location: _____ Dispose of as follows: _____

- Each party shall pay and hold the other harmless from any debt owed on real estate that they receive.

2.2 **Motor Vehicles** (check all that apply)

- There are no motor vehicles titled in either party's name.
- Plaintiff shall receive, free and clear of any claims of defendant, all right, title, and interest in the following motor vehicles:
_____VIN_____
- Defendant shall receive, free and clear of any claims of plaintiff, all right, title, and interest in the following motor vehicles:
_____VIN_____
- Each party shall pay for, and hold the other harmless from, any debt owed on the motor vehicle(s) that they receive.
- The Clerk of Courts is ordered to transfer any of the motor vehicles listed above if necessary.

2.3 **Household Goods and Personal Property** (check all that apply)

- We agree that our household goods and personal property are already divided, and we are satisfied with the division.
- Plaintiff shall receive the following household goods:

- Defendant 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)**
(check all that apply)

- We agree that our accounts are already divided, and we are satisfied with the division.
- Plaintiff shall receive the following account(s): (list the type of account and the last four digits of each account)

- Defendant shall receive the following account(s): (list the type of account and the last four digits of each account)

- We have no accounts.

2.5 Stocks and/or Bonds (check all that apply)

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

- Plaintiff shall receive the following stocks/bonds:

- Defendant 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 (check all that apply)

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

- Plaintiff shall receive the following:

- Defendant shall receive the following:

- We do not have any of the above.

2.7 Life Insurance (check all that apply)

- We agree that the cash value of all life insurance policies has already been divided.

- Plaintiff shall receive the following life insurance policies, free and clear of any claims of the defendant:

- Defendant shall receive the following life insurance policies, free and clear of any claims of the plaintiff:

- The parties have no life insurance policies with a cash value.

3. **Spousal Support** (check all that apply)

- Neither the plaintiff nor the defendant shall pay spousal support to the other.
- _____ shall pay spousal support to _____ in the amount of \$_____ per month, plus a 2% processing fee, payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372, 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. The spouse receiving the spousal support is living with another person in a marriage-type relationship.

Check the one that applies:

- The parties agree that the Court **shall** have continuing jurisdiction to modify spousal support.
- The parties agree that the Court **shall not** have continuing jurisdiction to modify spousal support.

4. **Debts** (check all that apply)

- 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.

The debts will be divided between us as listed:

(use additional pages if needed)

Creditor	Purpose of Loan	Approx. Balance	Who will pay Plaintiff/Defendant (indicate)
----------	-----------------	-----------------	---

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 a party does so, he or she 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**

Plaintiff shall have custody of the following child(ren):

Defendant 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** (check one)

The parties agree to the visitation/companionship schedules and rules set out in the Court's Standard Parenting Orders and Incidental Rules, attached and incorporated herein, except as follows: _____

-
-
- The parties agree to visitation/companionship as set out in their Shared Parenting Plan attached hereto.
 - Other: _____
-
-
-
-

7. **Child Support**

Check **either** 1, 2, 3 or 4 below and complete:

1. Plaintiff Defendant shall pay to Defendant Plaintiff as and for the support of the Parties' child(ren), the sum of \$_____ based upon the attached Child Support Worksheet.
2. Neither Party shall pay any support, which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
 - amount of time spent with children;
 - unusual medical expenses for the children;
 - cost of transportation;
 - unusual expenses for the children.
 - other: _____

This deviation is in the best interest of the child(ren).
3. Plaintiff Defendant shall pay to Defendant Plaintiff as and for the support of the Parties' child(ren) the sum of \$_____ which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
 - amount of time spent with children;
 - unusual medical expenses for the children;
 - cost of transportation;
 - unusual expenses for the children.
 - other: _____

This deviation is in the best interest of the child(ren).

4. The parties' children are already covered by a child support order, and the following apply: (please check all that apply)

- There is a current Child Support Order issued by the Child Support Enforcement Agency, Case No. _____.
- There is a current Child Support Order issued by the County Juvenile Court, Case No. _____.
- The Parties wish that the current Child Support Order be adopted by reference in the Separation Agreement.

The support shall be set out as an amount per month, plus a processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372.

The child support obligation shall be effective (date) _____.
Any support not paid through CSPC 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 the age of 18, whichever event occurs first, provided that such support shall continue beyond the child's 18th birthday so long as the child continuously attends any recognized and accredited high school on a full-time basis, but not beyond the age of 19, 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 - Medicaid benefits are not considered health insurance for the purposes of this section.**

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:

If either parent or both parents currently have health insurance coverage (NOT MEDICAID) for the minor child(ren), check either box 1 or box 2 and fill in the information requested.

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 30 days of receipt of same.

2. **Both parties** shall provide and maintain health insurance for the benefit of the minor child(ren).

Primary Insurance (check one)

- Plaintiff
 Defendant

Secondary Insurance (check one)

- Plaintiff
 Defendant

Plaintiff's insurance carrier is _____
whose address is _____

Defendant's 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.

If neither parent has health insurance coverage available for the minor child(ren) or the child(ren) only receive Medicaid benefits, check box 3.

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, he or she 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 30 days of receipt of same.

8.3 Generally, the percentage of extraordinary medical expenses is divided according to the percentage given on Lines 16a and 16b of the Ohio Child Support Guidelines Calculation; however, the parents can agree to a different percentage.

Any “*ordinary*” medical, dental, optical, prescription, psychological 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. This does not include orthodontia. The cost of any uninsured medical, dental, optical, prescription, 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 follows:

_____ % by Plaintiff _____ % by Defendant

9. Tax Exemptions

9.1 Check either 1 or 2 below and complete:

1. Plaintiff shall be entitled to claim the following child(ren) as their dependent(s) for income tax purposes: _____

2. Defendant shall be entitled to claim the following child(ren) as their dependent(s) for income tax purposes: _____

For the non-custodian to be able to claim the child(ren) set out above, he/she must have paid substantially all his/her support obligation for that year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit.

10. **Name Change**

Plaintiff Defendant **does** **does not** request that they be restored to their former name of _____.

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 with a value greater than \$1,000.00, the other party may be entitled to one-half of its value upon written request to the Court.

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, 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, agreements, statements, or prior written matters 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 of this agreement shall be valid unless in writing and signed by both of the parties. No waiver of any breach or default of this agreement shall be deemed a waiver of any later 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. The County Auditor, County Recorder, Clerk of Courts, and/or any and all other public and private officials are authorized and directed to accept this agreement or a properly certified copy of it instead of the document 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 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, for any reason, 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 waives all rights that would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Plaintiff's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____
_____ this _____ day of _____,
20_____. (Plaintiff)

Notary Public, State of Ohio
My Commission Expires _____

Defendant's Signature

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by _____
_____ this _____ day of _____,
20_____. (Defendant)

Notary Public, State of Ohio
My Commission Expires _____