

SEPARATION AGREEMENT

This agreement is made and executed by and between _____
referred to as "Husband," and _____, referred to as
"Wife."

Husband Wife is a member of the U.S. Armed Forces.

The parties to this Agreement are lawfully married. Because of marital difficulties, the parties have separated or will separate on _____ with the intention of remaining separate and apart.

Children

- The parties have no children born of the marriage.
- The parties have _____ children together:

<u>Name (first, middle, last)</u>	<u>Date of Birth</u>
_____	_____
_____	_____
_____	_____

Legal Custody of the above-named minor child(ren) is awarded to:

- Husband
- Wife
- Husband and Wife, jointly. As joint legal custodians, the parties shall together make every major decision involving the child.

Physical Custody of the above-named minor child(ren) is awarded to:

- Husband with a visitation/time sharing schedule to Wife as described below.
- Wife with a visitation/time sharing schedule to Husband as described below.
- Husband and Wife, jointly, with a visitation/time sharing schedule as described below.

Visitation/Time Sharing Schedule for the above minor child(ren) shall be as follows:

- The parties shall arrange reasonable visitation
- Visitation/time sharing schedule shall be as set forth in the attached Parenting Plan.
- Neither Husband nor Wife shall remove the child/ren from the Island of Oahu, State of Hawaii, to a permanent residence outside the Island of Oahu, State of Hawaii, without the prior written consent of the other party.

Each party shall support the child(ren) in having the best possible relationship with the other party, shall never disparage, denigrate or belittle the other parent in the presence of the child(ren), shall never argue or fight with the other party in the presence of the child(ren), and shall always do whatever they reasonably can to ensure that there is as much consistency and continuity as possible in the manner in which the child(ren) receives guidance and nurturance in all areas of his/her life.

Each party shall keep the other party informed of their residence address and telephone number for so long as any child of the parties is a minor. The parties shall share the medical and school reports for the child/ren on a regular basis.

Family Support. The parties acknowledge the servicemember's obligation to provide adequate financial support (referred to as "family support") of a spouse, child, or other dependent for which the member receives additional allowances for support.

Payment of family support shall be as follows:

- Beginning with the first payment on _____, Husband shall pay to Wife \$_____ in family support per month. Payment shall be made by allotment automatically recurring electronic transfer.
- Beginning with the first payment on _____, Wife shall pay to Husband \$_____ in family support per month. Payment shall be made by allotment automatically recurring electronic transfer.
- The parties agree to waive family support. (The servicemember understands that the Department of Defense can terminate allowances and recoup "with dependent" rate allowances for those periods of nonsupport of dependents.)

Tax Benefits. The parties may by mutual agreement file income tax returns using the tax status "married filing jointly."

If the parties file separate tax returns, the following provisions shall apply:

1. The party entitled to claim the **child's dependency exemption and child tax credit** shall be
 - the party with physical custody of the child
 - the non-custodial parent. The custodial parent agrees to execute tax form 8332 releasing the exemption right to the non-custodial parent.
2. **Alimony**
 - No portion of Family Support shall be designated as alimony.
 - \$_____ of the monthly Family Support agreed to herein above shall be designated as alimony. The difference shall be designated as child support. The parties understand that alimony is tax deductible by the payer and must be included in the other spouse's income.

Military Benefits. Husband Wife shall do the following to preserve the military benefits which the spouse and/or children are currently receiving:

1. maintain medical and dental insurance for the benefit of the spouse child(ren). Any additional medical and dental expenses not covered by insurance shall be paid _____% by Husband and _____% by Wife.
2. renew or cooperate in renewing military dependent ID cards of the spouse child(ren)

Exclusive Use of Residence. Prior to their separation, the parties resided together at

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- Husband is awarded the sole and exclusive use of said premises. Wife shall not enter the premises except by invitation of Husband. Wife shall turn over any house keys, mailbox keys, and garage opener belonging to the premises to Husband. Wife further agrees not to give notice to the landlord to vacate or otherwise interfere with Husband's use of the premises until the lease expires or Husband voluntarily vacates, whichever occurs first.
 - Wife is awarded the sole and exclusive use of said premises. Husband shall not enter the premises except by invitation of Wife. Husband shall turn over any house keys, mailbox keys, and garage opener belonging to the premises to Wife. Husband further agrees not

to give notice to the landlord to vacate or otherwise interfere with Wife's use of the premises until the lease expires or Wife voluntarily vacates, whichever occurs first.

Property

The parties have agreed to the following terms regarding bank savings, checking, credit union accounts and securities (stocks, bonds, mutual funds, etc.):

- There are none.
- Each is awarded those titled in their name alone.
- Husband is awarded: _____

- Wife is awarded: _____

Vehicles. The parties have agreed to the following terms regarding their vehicles (autos, trucks, motorcycles, trailers, campers, boats, etc.):

- There are no vehicles.
- Each is awarded those titled in their name alone.
- Husband shall retain sole and complete possession of: _____
 - There is a loan securing said vehicle. Wife / Husband agrees to pay and be responsible for the full outstanding balance of the loan and to defend, indemnify, and save the other party harmless from any suit or claim asserted against him/her on account of any said debt.
 - Necessary transfer documents shall be signed no later than 45 days following the signing of this agreement.
- Wife shall retain sole and complete possession of: _____
 - There is a loan securing said vehicle. Wife / Husband agrees to pay and be responsible for the full outstanding balance of the loan and to defend, indemnify, and save the other party harmless from any suit or claim asserted against him/her on account of any said debt.
 - Necessary transfer documents shall be signed no later than 45 days following the signing of this agreement.

The parties have agreed to the following terms regarding all other assets (Personal Belongings, Furniture, Household Effects, Art, Stamps, Coins, Tools, Equipment, Jewelry, Accounts Receivable, Investment Assets, Business Assets, Cemetery Plots or Niches, Tax Refunds Due, etc.):

- Each party is awarded the personal belongings and the household effects in his/her possession.
- Husband is awarded: _____

- Wife is awarded: _____

The parties have agreed to the following terms regarding all outstanding debts:

- There are no joint debts.
- Each party shall pay all of the credit card and other debt, if any, now in his/her name alone.
- Husband shall pay: _____

- Wife shall pay: _____

Powers of Attorney

- All powers of attorney issued by either party shall remain in full force and effect.
- The parties acknowledge that, regarding powers of attorney, any principal/agent relationship is hereby terminated. All powers of attorney issued by either party to the other are hereby revoked. The parties agree to surrender any document authorizing them to act as attorney-in-fact or agent for the other to the issuing party and to provide a list of all entities or person with whom the document was used to transact business on the principal's behalf. Except as otherwise herein stated, the parties agree not to represent that they are acting on behalf of the other through a power of attorney. Each party agrees to indemnify and hold harmless the other for any obligations or liability resulting from the use, implied or actual, of a power of attorney issued from one of the parties to the other.

Other: _____

Any issues not addressed in this Agreement shall be reserved for a court of competent jurisdiction.

The terms of this Agreement are intended to apply only to the period of separation of the parties. In the event of a divorce, Husband and Wife agree not to petition the court to affirm or incorporate this Agreement in any final decree without the written consent of both parties.

This Agreement shall be deemed null and void in its entirety if (1) both parties revoke the Agreement in writing, (2) the parties reconcile and resume living together, or (3) the Agreement is superseded in its entirety by a court order. Any terms of this Agreement not superseded by a court order shall remain valid and in effect.

This Agreement becomes effective on the following date: _____.

 Signature of Husband

 Signature of Wife

FOR PARTIES WITH CHILDREN

If on the first page of the Separation Agreement, pertaining to “Visitation/Time Sharing Schedule,”

(1) you checked the first box stating that “the parties shall arrange reasonable visitation,” STOP HERE. You do NOT need to complete the following Parenting Plan.

(2) you checked the second box stating that “visitation/time sharing schedule shall be as set forth in the attached Parenting Plan,” precede to the next page and complete the Parenting Plan. Staple the completed Parenting Plan to your Separation Agreement.

DISCARD THESE INSTRUCTIONS. They are not part of your Separation Agreement.

PARENTING PLAN

We, _____ (Mother's Name) and _____ (Father's Name) enter into this parenting plan in order to establish visitation of and other matters concerning our below-named children. This Parenting Plan is attached to and incorporated into the Separation Agreement signed by us.

1. Children

Full Name	Birth Date	Gender
Child 1: _____	_ / _ / _	<input type="checkbox"/> M <input type="checkbox"/> F
Child 2: _____	_ / _ / _	<input type="checkbox"/> M <input type="checkbox"/> F
Child 3: _____	_ / _ / _	<input type="checkbox"/> M <input type="checkbox"/> F
Child 4: _____	_ / _ / _	<input type="checkbox"/> M <input type="checkbox"/> F
Child 5: _____	_ / _ / _	<input type="checkbox"/> M <input type="checkbox"/> F

2. Custody

Legal Custody (person(s) making the major decisions, such as school enrollment, medical, driver's license) and Physical Custody (who the child(ren) will primarily live with) is established by the terms set forth in the Separation Agreement.

3. Visitation

PART A. When the parents live in the same geographic location (within 100 miles of each other), the following visitation schedule shall apply

Father or Mother shall have visitation, which shall commence on _____ (date) as follows:

Every other week Every week Every other weekend Every weekend
from _____ (day of week) at _____ A.M. or P.M.
to _____ (day of week) at _____ A.M. or P.M.

Midweek dinner visits on _____ (days of the week) from _____ P.M. to _____ P.M.

Holidays and Vacation

Summer Vacation:

Father Mother shall have _____ week(s) visitation during the summer vacation.

Father and Mother shall each have one-half of the summer vacation with alternate weekends to the other parent.

Other _____

The child(ren) shall begin the visitation period not earlier than (1) week after school ends and shall be returned to the custodial parent at least one (1) week prior to the start of school.

Holiday Schedule:

Any item that is left blank means that the child(ren) will spend the day with the parent who has the child on that day. Note: For Friday and Monday holidays, the child(ren) will stay with the parent who has the child(ren) for that weekend.

Holiday	Time	Every Year	Even Years	Odd Years
Example	0800 to 1800	<input type="checkbox"/> F <input type="checkbox"/> M	<input checked="" type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input checked="" type="checkbox"/> M
Thanksgiving		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M
Christmas Eve		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M
Christmas Day		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M
New Year's Eve		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M
New Year's Day		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M
Other:		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M
Other:		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M
Other:		<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M	<input type="checkbox"/> F <input type="checkbox"/> M

Pickup and Drop off

_____ will be the pick-up and drop-off point used by the parents.

The following people can help the parents with transportation:

Other _____

PART B. When the parents live in different geographic locations (more than 100 miles apart), the following visitation schedule shall apply.

Father or Mother shall have visitation, which shall commence on _____ (date) as follows:

Holidays and Vacation

Summer Vacation:

Father Mother shall have _____ week(s) visitation during the summer vacation.

Father and Mother shall each have one-half of the summer vacation.

The child(ren) shall begin the visitation period not earlier than (1) week after school ends and be returned to the custodial parent at least one (1) week prior to the start of school.

Christmas and New Year Vacation:

Father Mother shall have Christmas and New Year vacation.

Father and Mother shall each have one half of the Christmas/New Year vacation.

Other _____

Transportation

Father Mother shall pay for the child(ren)'s transportation costs.

Father and Mother shall share equally the child(ren)'s transportation costs.

Other _____

4. **Small Children/Supervised Visitation**

Father Mother will have supervised visitation with the child(ren) under the supervision of _____. Supervised will change to unsupervised under the following conditions: _____

5. **Childcare**

If childcare is required, the parents will pay for childcare expenses as follows:

Father Mother will pay childcare

Father Mother will pay childcare equally

Other _____

6. **Modifications to the Visitation schedule**

Any additional visitation or changes to the visitation schedule can be agreed upon by the parents with at least 24-hour notice. Notice should be in writing.

If the non-custodial parent fails to arrive at the appointed place/time, then the custodial parent will wait for _____ minutes before considering the visitation cancelled.

Father Mother will be absent for periods greater than 90 days due to military exercises or deployments and therefore will be entitled to additional visitation as follows: _____

Other _____

7. **Communication and Information Sharing**

Father Mother shall have between-visit communication and information sharing with the child through the following means:

Phone calls
 as agreed upon by the parents
 on the following days and times _____

Internet Use (email, IM, videophone, etc.)
 as agreed upon by the parents
 on the following days and times _____

The child shall be entitled to privacy while on the phone or internet with the other parent. The parents shall use all privacy measures to ensure that the child is protected while using these types of communication and information sharing.

8. **Mediation/Solving Disagreements**

The parties agree to mediate any unresolved issues or future disagreements if they live in the same vicinity.

Signature of Husband

Signature of Wife