

**COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CLERMONT COUNTY, OHIO**

Plaintiff/Petitioner (Your Name)

Case Number: _____

Street Address

City, State and Zip Code

vs./and

Defendant/Petitioner (Spouse's Name)

Street Address

City, State and Zip Code

SEPARATION AGREEMENT

The parties, _____ (Your Name) and
_____ (Spouse's Name) state the following.

1. The parties were married to one another on _____ (date of marriage).
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.
5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, debt, income, or expenses that were not disclosed by the other party.

7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement will be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties will live separate and apart. Neither party will interfere with the activities, personal life, or privacy of the other, harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property’s legal description is on the deed or mortgage papers.

1. The parties do not own any real estate.
2. Marital Real Estate
 The parties own real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property’s deed or legal description in mortgage papers.)

Address of Property	Awarded to

3. Each party will pay and hold the other harmless from any debt owing on real estate he/she receives unless otherwise stated in this Agreement.

4. Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties must make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle/s that will be transferred.

1. The parties do not own any titled vehicle/s in either party's name.
2. The titled vehicle/s has/have already been divided or transferred, including all rights, title and interest in the vehicle/s and is/are in the possession of the proper party. The parties are satisfied with the division.
3. The parties own titled vehicle/s which has/have not been divided or transferred. _____
(Your name) will receive the following vehicle/s, free and clear of any claims from _____
(Spouse's Name) _____

and _____ (Spouse's Name) will receive the following vehicle/s, free and clear of any claims of _____ (Your Name) _____

4. Each party will pay for and hold the other harmless from any debt owing on the titled vehicle/s he/she receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle/s: _____

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder must transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title must make the following arrangements to obtain and pay for license plates, registration, and insurance: _____

C. Household Goods and Personal Property (select one):

Household goods and personal property includes, but is not limited to, appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. The parties have household goods and personal property which have not been divided.

_____ (Your Name) will have the following: _____

and _____ (Spouse's Name) will have the following: _____

3. Delivery or pick-up of household goods and personal property will be as follows: _____

4. Each party will pay for and hold the other harmless from any debt owing on the household goods and personal property he/she receives unless otherwise stated in this Agreement.

5. Other debt arrangements regarding household goods and personal property: _____

The parties must make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):

Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

1. The parties do not have any financial accounts.

2. The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.

3. The parties have financial accounts which are not divided.

_____ (Your Name) will receive the following:

Institution	Current Name/s on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

_____ (Spouse's Name) will receive the following:

Institution	Current Name/s on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

4. Each party will pay for and hold the other harmless from any debt owing on the financial accounts he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding financial accounts: _____

The parties must make arrangements to transfer the financial accounts to the proper party as soon as possible.

E. Stocks, Bonds, Securities, and Mutual Funds (select one):

1. The parties do not have any stocks, bonds, securities, or mutual funds.
2. One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.

_____ (Your Name) will receive the following:

Institution	Current Name/s on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ (Spouse's Name) will receive the following:

Institution	Current Name/s on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party will pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties must make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

- The parties do not have any business interests.
- One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.
- One or both parties has/have business interests which have not been divided.

_____ (Your Name) will receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

_____ (Spouse's Name) will receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

4. Each party will pay for and hold the other harmless from any debt owing on the business interests he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests: _____

The parties must make arrangements to transfer the business interests to the proper party as soon as possible.

G. Pension, Profit Sharing, IRA, 401(k), and Other Retirement Plans (select one):

1. The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
2. The pension, profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
3. The parties have pension, profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

_____ (Your Name) will receive the following:

Company	Name/s on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ (Spouse's Name) will receive the following:

Company	Name/s on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party will pay for and hold the other harmless from any debt owing on the pension, profit sharing, IRA, 401(k), or other retirement plans he/she receives unless otherwise stated in this Agreement.
5. Other arrangements regarding pension/s, profit sharing, IRA, 401(k), or other retirement plans:

The parties must make arrangements to transfer interest in the pension, profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

_____ and submitted to the Court within 90 days after the final hearing. Expenses of preparation will be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

1. The parties do not have any life insurance policy/ies with a cash value.

2. The parties have life insurance policy/ies and agree the cash value of all life insurance policy/ies has/have already been divided. The parties are satisfied with the division.

3. The parties' life insurance policy/ies has/have not been divided. _____ (Your Name) will receive the following policy/ies, free and clear of any claims of _____ (Spouse's Name):

and _____ (Spouse's Name) will receive the following policy/ies, free and clear of any claims of _____ (Your Name): _____

4. Each party will pay for and hold the other harmless from any debt owing on the life insurance policy/ies he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy/ies: _____

The parties must make arrangements to transfer interest in any life insurance policy to the proper party as soon as possible.

I. Other Property (select one):

1. The parties do not have any other property.
2. The property will be awarded as follows:

Description of Property	To Be Kept By
_____	<input type="checkbox"/> _____ (Your Name)
_____	<input type="checkbox"/> _____ (Spouse's Name)
_____	<input type="checkbox"/> _____ (other)
_____	<input type="checkbox"/> _____ (Your Name)
_____	<input type="checkbox"/> _____ (Spouse's Name)
_____	<input type="checkbox"/> _____ (other)

 (Your Name)

 (Spouse's Name)

 (other)

3. Each party will pay for and hold the other harmless from any debt owing on the property he/she receives unless otherwise stated in this Agreement.

4. Other arrangements regarding the property above: _____

The parties must make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

- The parties do not have any debts.
- Each party will pay all debts incurred by him or her individually and in their individual name and will hold the other party harmless for these debts.
- The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Last 4 digits of Account	Who Will Pay
				<input type="checkbox"/> _____ (Your Name)
				<input type="checkbox"/> _____ (Spouse's Name)
				<input type="checkbox"/> _____ (Your Name)
				<input type="checkbox"/> _____ (Spouse's Name)
				<input type="checkbox"/> _____ (Your Name)
				<input type="checkbox"/> _____ (Spouse's Name)
				<input type="checkbox"/> _____ (Your Name)
				<input type="checkbox"/> _____ (Spouse's Name)

Bankruptcy (select one):

- The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below

under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order will prevent either party from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for spousal support and the following debits:

Neither party will incur liabilities against the other party in the future and each must pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither party will pay spousal support to the other. The Court will not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

_____ (Your Name) will pay spousal support to _____ (Spouse's Name) in the amount of \$ _____ per month commencing on _____ and due on the _____ day of the month. This spousal support will continue indefinitely for a period of _____

_____ (Spouse's Name) will pay spousal support to _____ (Your Name) in the amount of \$ _____ per month commencing on _____ and due on the _____ day of the month. This spousal support will continue indefinitely for a period of _____

C. Method of Payment of Spousal Support (check all that apply):

If there are no child/ren, the spousal support payment will be paid directly to the person receiving support by check, as a money order, or any other form that establishes a clear record of payment.

If there are children or court order, the spousal support payment, plus a two percent processing charge, for a total of \$ _____ per month, will be made to the Ohio Child Support Payment Central, P.O. Box 182372, Columbus, OH 43218-2372, as administered through the _____ County Child Support Enforcement Agency by income withholding at his/her place of employment.

The Court will not retain jurisdiction to modify spousal support.

The Court will retain jurisdiction to modify the amount duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support will terminate sooner than the above stated date upon the death of either party or in the event of the following (check all that apply):

The cohabitation of the person receiving support in a relationship comparable to marriage.

- The remarriage of the person receiving support.
 - Other (specify): _____
-
-

E. Deductibility of Spousal Support for All Tax Purposes (select one):

- The spousal support paid will be deducted from income to the person paying the support and included in income by the person receiving the support.
- The spousal support paid will be included in income of the person paying the support.

F. Other Orders Regarding Spousal Support (specify): _____

G. Arrearage (select one):

- Any temporary spousal support arrearage will survive this judgment entry.
- Any temporary spousal support arrearage will not survive this judgment entry.
- Other: _____

FIFTH: NAME

_____ will be restored to the prior name of _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT AND HEALTH CARE

_____The parties do not have child/ren subject to the jurisdiction of the Court. Skip forward to **SEVENTH: OTHER**

_____The parties have minor child/ren subject to the jurisdiction of the Court.

The parents agree to the following allocation of parental rights and responsibilities:

A. Residential and Legal Custodian:

_____ (Your Name) will be the sole residential and legal custodian of the following minor child/ren:

Name of child	Date of birth
_____	_____
_____	_____
_____	_____

_____ (Spouse's Name) will be the sole residential and legal custodian of the following minor child/ren:

Name of child

Date of birth

B. Shared Parenting

The parties will have Shared Parenting of the following minor child/ren:

Name of child

Date of birth

Skip forward to **SEVENTH: OTHER** if submitting a Shared Parenting Plan.

C. Parenting Time - Do not complete if you are submitting a Shared Parenting Plan:

Unless the parties agree otherwise, the parties will have parenting time with the minor child/ren as follows (be specific with days and times):

Weekdays/Weekends (select one):

_____ (Your Name) : _____

_____ (Spouse's Name): _____

as set forth in the attached Guideline Parenting Schedule.

Holidays (select one):

as set forth in the attached Guideline Parenting Schedule.

Other (be specific): _____

Vacations (select one):

as set forth in the attached Guideline Parenting Schedule.

Other (be specific) _____

Current address and phone number:

My current home address and telephone (home/cell) number:

My spouse's current home address and telephone (home/cell) number:

C. Child Support - Do not complete if you are submitting a Shared Parenting Plan:

_____ (Your name) will pay _____ for child support for the ____ minor child/ren.

_____ (Spouse's name) will pay _____ for child support for the ____ minor child/ren.

The Obligor pays support and the Obligee receives support. _____ is the child support Obligor.
_____ is the child support Obligee.

If private medical insurance is not accessible and reasonable in cost to cover the minor child/ren, Obligor is required to pay cash medical support to offset the cost to the state for the medical services that are being provided to the children through Medicaid. The amount of cash medical support will be determined at the final hearing and will be included in the Decree.

D. Medical Insurance - Do not complete if you are submitting a Shared Parenting Plan:

_____ has private medical insurance that is accessible and reasonable in cost to cover the minor child/ren which insurer is (list insurer's name and policy/identification numbers):

Private medical insurance is not accessible and reasonable in cost to cover the minor child/ren.

E. Division of Uninsured Medical Expenses - Do not complete if you are submitting a Shared Parenting Plan:

_____ (Your Name) will pay ____ percent of any uncovered medical expenses for the minor child/ren.

_____ (Spouse's Name) will pay ____ percent of any uncovered medical expenses for the minor child/ren.

F. Tax Exemptions - Do not complete if you are submitting a Shared Parenting Plan:

_____ (Your Name) will be allowed to claim the following child/ren for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as he/she is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question: _____

_____ (Spouse's Name) will be allowed to claim the following child/ren for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as he/she is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question: _____

Each parent will take whatever action is necessary pursuant to Section 152 of the Internal Revenue Code of 1986, 100 Stat. 2085, 26 U.S.C. 1, as amended, to enable the other parent to claim the child/ren as dependents for federal state, and local income tax purposes in accordance with the order of the Court.

G. STATUTORY NOTICES

RELOCATION NOTICE: Pursuant to R.C. 3109.051(G), the parents are notified as follows: If either parent intends to move to a residence other than the last residence of court record, he/she must file a notice of intent to relocate with the Clerk of Courts. Except as provided in R.C. 3109.051(G)(2), (3) and (4), the Clerk of Courts will mail a copy of the notice to the other parent. On receipt of the notice, this Court, on its own motion or on the motion of the other parent, may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child/ren to revise the parenting schedule.

Pursuant to DR 23 neither parent/legal custodian may relocate the child/ren outside of a 75 mile radius of the residence address of the residential parent (sole custody) or the other residential parent (shared parenting) at the time of the last parenting time order without first obtaining a modified parenting time order. The parents may submit a motion and an agreed entry modifying parenting time, with a provision for allocation of transportation expenses, which complies with DR 36, to the Court for adoption by the Court as an order.

If the parents are unable to agree, the parent filing the Notice to Relocate must, prior to relocation, 1) file a motion asking the Court to modify the parenting time schedule, 2) set a hearing, and 3) obtain a modified parenting time order. The motion must include the notice of relocation new residence address unless not required under R.C.3109.051(G)(2). Because relocating a child can be harmful to the parent/child relationship, the Court will not continue hearings to address a modification of the parenting schedule due to an imminent relocation except in extreme circumstances.

RECORDS ACCESS NOTICE: Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both

parents are entitled to equal access to any record that is related to the child/ren, including school and medical records. Any keeper of a record, public or private who knowingly fails to comply with this order is in contempt of court.

DAY CARE CENTER ACCESS NOTICE: Pursuant to R.C. 3109.051(I), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any day care center that is or will be attended by the child/ren.

SCHOOL ACTIVITIES NOTICE: Pursuant to R.C. 3109.051(J), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any student activity that is related to the child/ren. Any school official or employee who knowingly fails to comply with this order, is in contempt of court.

SEVENTH: OTHER

The parties agree to the following additional matters:

EIGHTH: NON-USE OF OTHER'S CREDIT

From now on, neither party will incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party will repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts will be immediately cancelled, and the cards will be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement will be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party will 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 will make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement will constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials will be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will continue in full force and effect.

TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement will be construed and enforced in accordance with the laws of the State of Ohio.

THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties do 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 upon or by reason of any matter or cause 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 which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.

Your Signature

Spouse's Signature