

## Separation Agreement To be Carried forward into Divorce

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year at **KADENA AFB base location** between **(spouse name 'husband')** hereinafter referred to as the husband and **(spouse name 'wife')** hereinafter referred to as the wife.

The parties were married on **(Marriage Date)** in **(City Office, Country, Location)** and have been and are now husband and wife.

Differences have arisen between them and the relations between the parties are and have been of such a character as to render the separation a matter of necessity for the health, welfare, and happiness of both. Because of these differences the parties have separated and now live separate and apart and intend to continue living separate and apart.

It is the desire of both finally and for all time to settle adjust compromise and determine their property rights all rights of support and maintenance by either party against the other by reason of their marriage, all dower, alimony, and homestead rights, and any and all rights existing between the parties growing out of the marriage relationship.

There is **one child born** of this marriage one (Child's Birth Date) age **(Child's Age)** year.

In consideration of the mutual promises hereinafter described, the parties have agreed and by this agreement do agree as follows:

**SEPARATION OF THE PARTIES:** The parties hereto may continue to live separate and apart for the rest of their natural lives. Each shall be free from interference authority and control direct or indirect, by the other as fully as if he or she were single and unmarried, to include any and all retirements and inheritances. Subject to the provisions of this agreement, each may reside at such a place or places as he or she may elect. The parties shall not molest each other or compel or endeavor to compel the other to cohabit or dwell with him or her by and legal or other proceedings for restitution of conjugal rights or otherwise.

**ACCEPTANCE OF MUTUAL RELEASE:** The wife agrees that the estate of the husband upon completion of the terms of this agreement, shall belong to the person or persons who would have become entitled thereto if the wife had died during the lifetime of the husband, and the wife further agrees that she will not contest any Will of the husband to be probated and will allow administration upon his personal estate to be taken out by the person or persons who would have become entitled to do so during the lifetime of the husband.

The husband agrees that the estate of the wife upon completion of the terms of this agreement, shall belong to the person or persons who would have become entitled thereto if the husband had died during the lifetime of the wife, and the husband further agrees that he will not contest any Will of the wife to be probated and will allow administration upon her personal estate to be

taken out by the person or persons who would have become entitled to do so during the lifetime of the wife.

Each party releases to the other and to their heirs, executors, administrators, and assigns thereof all claims and rights of dower, or inheritance, descent, distribution, elections, or alimony (except that accruing under provisions of this agreement) in and to all property, real or personal, of the other, whether now owned or hereafter acquired.

**PRESENT OR FUTURE INDEBTEDNESS:** The parties covenant and represent that they have not hereto incurred or contracted any debt, charge, or liability for which the other is now or may become liable except as expressly disclosed in this agreement and that henceforth they shall not incur or contract any such debt, charge, or expressly disclosed in this agreement, The parties further covenant and represent that they will keep each other free, harmless, and indemnified of and from any and all debts, charges, and liabilities heretofore incurred by them and not disclosed and those hereafter uncured.

The husband will be liable for: HIS BILLS ACCRUED PRIOR TO ENTERING THE MARRIAGE HE WILL ALSO BE LIABLE FOR HALF THE DAYCARE BILL INCLUDED IN THE CHILD SUPPORT PAYMENT IN THE AMOUNT AGREED UPON PER THIS AGREEMENT.

The wife will be liable for: ALL HER DEBTS PRIOR TO ENTERING THE MARRIAGE HALF THE DAYCARE BILL MAINTAINING MONTH TO MONTH NECESSITIES FOR THE CHILD.

**PERSONAL PROPERTY:** The parties have divided their property to their mutual satisfaction. Henceforth, each of the parties shall own, have and enjoy, independently of any claim or right of the other party, all items of personal property of any kind, nature, and description and wheresoever situated, which are now owned or held by or which may hereafter belong to the husband or wife, with full power to the husband or wife to dispose of same as fully and effectually, in all respects and for all purposes as if he or she were unmarried, All items of personal property shall be divided between as follows:

**THE HUSBAND WILL HAVE HIS SEPARATE PROPERTY AND SHARE OF THE MARITAL PROPERTY**

**THE WIFE WILL HAVE HER SEPARATE PROPERTY AND HER SHARE OF THE MARITAL PROPERTY**

**CHILD CUSTODY:** Primary care custody and control of (Child's Name) shall be with the mother Mother's Name, who agrees to properly care for and support, rear, train and educate same to the best of his or her ability; however the father Father's Name shall have reasonable visitation rights under the condition that both parties reside in the same geographical location to equal as close as possible to 50/50 custody ensuring (Child's Name) spend as close to equal time as reasonably possible with both parents to ensure proper and equal contribution to the growth, development and wellbeing of (Child's Name).

In the event the father/mother no longer reside in the same geographical location of one another either due to military permanent change of station, military separation, or other circumstance, the visitation schedule will be as follows:

Upon relocation of either party to a different geographical location (Child's Name) will spend summers with the father starting one week after the last day of the school year until one week prior to the start of the school year. In Which the father will travel to receive (Child's Name) and Escort (Child's Name) to his place of residence. During this time child support will be suspended for the purpose of ensuring and preserving the best possible wellbeing and primary care of (Child's Name) which during this timeframe will be assigned the sole responsibility of the father until her return to the care of her mother during which time child support will resume. During the time of extended stay of (Child's Name) to equal more than 7 days with either parent video calling is to be utilized by both parties within reason for the purpose of staying in touch with, communicating and maintaining a positive relationship with (Child's Name). Upon completion of (Child's Name) extended Visitation the Mother will travel to her location to receive her and accompany her to the mothers place of residence.

Upon both parents returning to the United States to permanently reside the proposal for Visitation is as follows:

(Child's Name) will spend summers with the father starting one week after the last day of the school year until one week prior to the start of the school year. In Which the father will travel to recieve (Child's Name) and Escort (Child's Name) to his place of residence. During this time child support will be suspended for the purpose of ensuring and preserving the best possible wellbeing and primary care of (Child's Name) which during this timeframe will be assigned the sole responsibility of the father until her return to the care of her mother during which time child support will resume. During the time of extended stay of (Child's Name) to equal more than 7 days with either parent video calling is to be utilized by both parties within reason for the purpose of staying in touch with, communicating and maintaining a positive relationship with (Child's Name). Upon completion of (Child's Name) extended Visitation the Mother will travel to her location to receive her and accompany her to the mothers place of residence.

**CHILD SUPPORT:** The father shall pay to the mother as for the support of the minor child the parties, the sum of \$700 per month and scaling with the salary of the Noncustodial parent beginning the month succeeding the finalization of the divorce and signing of the divorce decree directly to the mother via allotment and continuing, until the child dies, enters the Armed Forces reaches 21 years of age or otherwise emancipated.

**INCOME TAX:** The parties agree that Mother shall be entitled to claim the child as an exemption on all state and federal tax forms so long as (Child's Name) spends a majority of the year calendar under the primary care of the mother. The parties will file separately on all tax forms.

**SUBSEQUENT DIVORCE:** Any cause presently existing justifying the divorce shall not be abrogated by the terms of this subsequent agreement. In the even that an action for divorce is

instituted at any time hereafter by either party against the other, in this or any state or country, the parties hereto agree to make every effort to see to it that the terms of this agreement are included, to the greatest of extent agreeable to the court, in the final divorce decree.

**ADDITIONAL INSTRUCTION:** Each of the parties shall promptly execute and deliver such deeds, title documents, releases, assignments, identity cards, tax returns, or other written instruments as may be required from time to time to carry into effect fully the terms of and conditions of this agreement according to its true intent and meaning.

**PRIOR AND SUBSEQUENT AGREEMENTS:** The parties hereto hereby cancel, annul, and invalidate any and all prior property settlements by them at any time heretofore made, and any powers of attorney which either has heretofore given to the other, and each party agrees to return to the grantor and power of attorney document still in the grantee's possession. All modifications to this agreement shall be of no effect unless expressed in writing and signed by both parties.

**ENTIRE AGREEMENT:** The parties acknowledge that this agreement is fair and sound and not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any other person or persons upon either, and they further agree that this agreement contains the entire understanding of the parties. Both agree that there are no representations, promises, warranties, covenants, or provisions, or undertakings other than those expressly set forth herein.

**PERFORMANCE OF COVENANTS:** The failure of either of the parties to insist, in any one or more instance, upon a strict performance of any of the covenants or provisions of this agreement shall not be misconstrued as a waiver or a relinquishment for the future of each such covenant or provision, but the same shall continue and remain in full force and effect.

**BINDING EFFECT** All covenants, promises, stipulations, agreements, and provisions contained herein shall apply to, bind, and be obligatory upon the heirs, executors, administrator, personal representatives, and assigns of the parties hereto.

Husband

Wife

Husband's Name:

Wife's Name:

Date:

Date:

Notary Officer

Notary Officer's Name:

Date and Location of Notary: