

THIS IS A SEPARATION AGREEMENT DATED

Between:

Jane Doe

(Jane)

-AND-

John Doe

(John)

1. Definitions

1.1 In this Agreement:

- (a) "child" means _____.
- (b) "cohabit" means to live with another person in a relationship resembling marriage;
- (c) "CRA" means Canada Revenue Agency;
- (d) "equalization payment" means the payment referred to in s. 5(1) of the *Family Law Act*;
- (e) "FRO" means the Family Responsibility Office described in the *Family Responsibility and Support Arrears Enforcement Act*, or any successor support enforcement agency;
- (f) "Guidelines" means the Federal Child Support Guidelines, as defined in s. 2(1) of the *Divorce Act*;
- (g) "net family property" means net family property as defined in the *Family Law Act*;
- (h) "property" means property as defined in the *Family Law Act*; and
- (i) "section 7 expenses" means the special or extraordinary expenses for the children referred to in s.7 of the Guidelines.

2. Background

- 2.1 Jane and John were married on _____.
- 2.2 Jane and John separated on _____. They will continue living separate and apart.
- 2.3 They have two children, _____, born XXX (“XXX”), and _____, born XXX (“XXX”).
- 2.4 The parties' education/employment information is as follows:
- (a) Jane is currently self-employed at XXXX and earns an annual income of approximately \$_____.
 - (b) John is currently self-employed at XXXX and earns an annual income of approximately \$_____.
- 2.5 Jane and John each intend this Agreement to be:
- (a) a settlement of decision-making responsibility, parenting time, contact, and support with respect to XXXXXX
 - (b) a final settlement of spousal support;
 - (c) a final settlement of:
 - (i) their respective rights in or to the property of the other and the property held by them jointly;
 - (ii) their respective rights in the estate of the other;
 - (iii) all issues otherwise arising out of their marriage.
- 2.6 The parties agree to be bound by this Agreement which settles all issues between them.
- 2.7 No application claiming relief under the *Divorce Act*, the *Family Law Act* or the *children's Law Reform Act*, has been commenced by either party in any court to resolve any of the parties' family law issues.
- 2.8 This Agreement replaces all oral or written agreements made between the parties.
- 2.9 All background statements of fact form part of this Agreement. Each of the parties warrants that the background statements of fact are true and acknowledges that the other party is relying on them.

3. Freedom From The Other

3.1 Jane and John will continue to respect each other and each other's privacy.

4. Parenting

4.1 The party with whom the children are scheduled to be according to the parenting time schedule will make the day-to-day decisions affecting the children during that time.

4.2 With respect to the decision-making responsibility for the children:

(a) Jane will solely make important decisions about the children's welfare together, including decisions about the children's:

(i) health, including major non-emergency health care, as well as emergency health care as long as both parties can be reached immediately in the event of an emergency, failing which the party with parenting time will make the emergency decision;

(ii) education;

(iii) culture, language, religion and spirituality; and

(iv) significant extra-curricular activities.

4.3 If a child needs emergency medical care while with one party, that party will promptly notify the other of the emergency.

4.4 The parenting time with the children will be allocated as follows:

(a) The children will reside with Jane on a full-time basis.

(b) John will have scheduled parenting time with the children based on Jane's discretion and prior consent. Jane and John will communicate and cooperate in scheduling parenting time for John. However, the final approval for the scheduled time will be required from Jane.

(c) The parties will schedule parenting time during holidays in an amicable manner. The final approval for the holiday parenting time for John shall be provided by Jane at her discretion.

4.5 Jane and John agree that it is in the children's best interests to spend time with the other party rather than with a third party. Accordingly, if a party with whom the children are scheduled to be according to the parenting time schedule above cannot care for the

children, that party will notify the other party and give the other party the opportunity to do so. If the other party cannot care for the children, the party with whom the children are scheduled to be according to the parenting time schedule above will be solely and financially responsible for making alternate childcare arrangements.

4.6 With respect to the parenting time schedule for the children set out above, Jane and John further agree as follows:

- (a) Both parties will provide each other with their email addresses, current addresses and a phone number where they can be reached at all times.
- (b) The parenting time schedule will only be altered if both parties agree.
- (c) The party with whom the children are scheduled to be according to the parenting time schedule will be solely and financially responsible for making childcare arrangements during their parenting time, including making alternate childcare arrangements when unable to care for the children as a result of illness, employment responsibilities, etc.
- (d) If the children will be in the care of a third party for more than one overnight during a party's scheduled parenting time, that party will advise the other party by email and will provide the name, address and phone number of the third party.
- (e) Neither party will object to the other's plans with the children and each must respect the other's ability to care for the children appropriately.
- (f) Neither party will arrange activities for the children during the other party's scheduled parenting time without the other party's consent.
- (g) Both parties may attend extracurricular activities and scheduled school events regardless of the parenting time schedule.
- (h) If a child is sick, the transition from one party's care to the other party's care is to proceed according to the parenting time schedule unless the child is too sick to travel between the parties' homes according to the child's doctor.
- (i) The children will be permitted to take any personal item, toy, gift or article of clothing between the parties' homes, without restriction.
- (j) The children's health cards will travel with the children between the parties' homes.

- (k) Notwithstanding the above subparagraphs, the parties will at all times maintain a reasonable and flexible position respecting the parenting time schedule for the children and at all times the best interests of the children will prevail. Accordingly, if special occasions, extracurricular activities, excursions or other opportunities become available to the children, or to either party, neither party will insist that the parenting time schedule set out herein be adhered to without exception.

4.7 Jane and John agree to:

- (a) prefer the children's interests to their own and at all times keep the best interests of the children in mind;
- (b) encourage the children to have a good relationship with each other and with each party;
- (c) refrain from making disparaging or negative remarks to the children about the other party, and discourage others from doing so in the presence of the children;
- (d) exchange information and communicate about the children, such communications to be by email, private, respectful, related solely to the children, not shared with the children or third parties without the other's consent, and no more than once per day, except in the case of an emergency;
- (e) share all documents regarding the children by scanning the document and then emailing it to the other party, rather than requiring the children to transport documents between them;
- (f) refrain from discussing with the children, or with a third party in the presence of the children, present or past legal proceedings, issues between the parties in any such legal proceedings or any conflicts between the parties;
- (g) ensure that all information or documentation pertaining to the parties' separation and divorce, including all personal correspondence or email communications in respect thereof, is not accessible to the children;

4.8 Jane and John may telephone and communicate by text or email with the children on a daily basis. The children may telephone, text or email Jane or John whenever they wish.

4.9 With respect to the children's education, the parties agree as follows:

- (a) Both parties may attend all school functions regardless of the parenting time schedule.
 - (b) The parties will attend parent-teacher meetings preferably together, but if that is not practical, then individually.
 - (c) Each party will obtain their own school calendar and school notices.
- 4.10 Jane and John may make inquiries and be given information by the children's teachers, school officials, doctors, dentists, health care providers, summer camp counsellors or others involved with the children. The parties intend this paragraph to provide each of them with access to any information or documentation to which a parent of a child would otherwise have a right of access. If, for whatever reason, this paragraph itself is not sufficient (although both parties intend it to be sufficient authority for either of them), the parties will cooperate and execute any required authorization or direction necessary to enforce the intent of this paragraph.
- 4.11 If either party plans a vacation with the children, the travelling party will:
- (a) give the other party a detailed itinerary at least 20 days before the vacation begins, including the name of any flight carrier and flight times, accommodation, including address and telephone numbers, and details as to how to contact the children during the trip;
 - (b) obtain a notarized travel authorization from the other party if the vacation is outside Canada, by providing the other party with a draft letter, authorizing the children to travel, for the other party to execute and have notarized.
- 4.12 If either party plans a vacation without the children, the travelling party will give the other a telephone number where he or she can be reached in case of emergency or if the children wish to contact that party.

5. Child Support

5.1 In this section:

- (a) "Table" and "income" mean "Table" and "income" as those terms are defined in s. 2(1) of the *Child Support Guidelines* (the "Guidelines");
- (b) "section 7 expenses" means "special or extraordinary expenses" as this phrase is defined in s. 7(1) of the Guidelines;

- (c) "child support" refers to the monthly amount upon which the parties have agreed and may include both Table support and section 7 expenses.
- 5.2 For purposes of determining child support for the children, Jane's annual income is _____ and John's annual income is _____.
- 5.3 The children live primarily with Jane. Accordingly, John will pay to Jane as child support for the children:
- (a) monthly table child support in the amount of \$_____ on the first day of each month; and;
 - (b) his share of the children's section 7 expenses as set out in the section 7 expenses paragraphs below;
- until a terminating event, a variation of child support, a review resulting in a change of child support, or any other change in child support set out in the Agreement.
- 5.4 For apportioning of section 7 (special or extraordinary) expenses, John and Jane will each contribute ____% towards the expenses.
- 5.5 The parties will only contribute to the children's section 7 expenses if the parties consent to the expenses in advance. Neither party will unreasonably withhold consent. If the parties cannot agree, they will use the section of this Agreement entitled "Dispute Resolution" to resolve this issue.
- 5.6 Child support terminates for the children when:
- (a) A child ceases to be a "child of the marriage" as defined in the Divorce Act;
 - (b) A child no longer lives with the parties ("lives" includes the children living away from home for school, summer employment or vacation);
 - (c) A child turns 18, unless she is unable to become self-supporting due to illness, disability, education or other cause;
 - (d) A child becomes self-supporting;
 - (e) A child obtains one post-secondary degree or diploma;
 - (f) A child turns XX years of age; or
 - (g) A child marries.

- 5.7 If a child ceases to be a "child of the marriage" as defined in the Divorce Act because of an interruption to schooling for any purpose, but they later return to school full-time and is still under the age of 22, then the child will be deemed once again to be a "child of the marriage" as defined in the Divorce Act, and support will resume until an event terminating child support occurs.
- 5.8 When a child moves away from home to attend a post-secondary educational institution, the parties will review the amount of child support (both the Table child support and the section 7 expenses) payable by John in order to take into account the reduced customary and recurring expenses, such as clothing, food, supplies, etc. to Jane and the fact that John will now contribute to the child's post-secondary educational expenses, including tuition, residence or equivalent shelter and food costs, books and supplies. If the parties cannot agree about any change in child support, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue(s).
- 5.9 When a child moves away from home to attend a post-secondary educational institution:
- (a) Jane will pay __% and John will pay __% of the net cost of the child's post-secondary educational expenses, including tuition, residence or equivalent shelter and food costs, books and supplies, directly to the institution and/or the children.
 - (b) If the tuition income tax credits for a child's post-secondary educational institution are not fully used by the child and will not be banked for the child's future use, Jane and John will equally claim the maximum unused portion of the tuition income tax credit eligible to be transferred to a party.
 - (c) If Jane and John cannot agree on the appropriate post-secondary educational section 7 expenses pursuant to this paragraph, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.
- 5.10 Prior to determining each party's obligation for the child's post-secondary educational section 7 expenses above, Jane and John shall first deduct a reasonable contribution to these expenses expected from the child. In the event that Jane and John cannot agree on the child's reasonable contribution to these expenses, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.
- 5.11 The parties will adjust the Table amount of child support paid each calendar year based on John's actual income for that calendar year as follows:

- (a) By no later than May 1st of each year, John shall provide a copy of John's income tax return, as filed, for the prior calendar year (the "applicable calendar year") to Jane.
- (b) The parties will then determine John's appropriate Table amount for the applicable calendar year, in accordance with the Guidelines.
- (c) If John has underpaid the Table amount for the applicable calendar year, John will pay to Jane the additional amount owing for the applicable calendar year immediately.
- (d) If John has overpaid the Table amount for the applicable calendar year, he may deduct the overpayment from his current child support over 3 months in equal instalments.
- (e) If the parties do not agree about the adjustment to be made, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.

5.12

- (a) Jane or John may seek a variation (ie. change) in child support if there is a material change in the condition, means, needs or other circumstances of Jane, John or the children that would affect child support.
- (b) A material change in the condition, means, needs or other circumstances of Jane, John or the children in subparagraph (a) above, may be foreseen or unforeseen, foreseeable or unforeseeable, and may include:
 - (i) a material change in either party's financial position;
 - (ii) a change causing undue hardship for either party or the children;
 - (iii) a change in the number of children entitled to receive support under this Agreement;
 - (iv) a material change in the children's section 7 expenses;
 - (v) a change in the children's living arrangement (ie. parenting time with the parties) that impacts the amount of child support under the Guidelines;
 - (vi) The children turning the age of majority; or
 - (vii) a change in the children's need for support.
- (c) Whoever seeks a change will give the other, in writing:

- (i) notice of the proposed change;
 - (ii) evidence supporting the proposed change; and
 - (iii) any request for information necessary to determine the issue.
- (d) If the parties cannot agree about any change, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue(s).

5.13 Jane may claim the following income tax benefits/credits/tax reductions for the children:

- (a) Canada Child Benefit (including the Child Disability Benefit, if applicable), paid out monthly;
- (b) refundable children's GST/HST credits, paid out quarterly;
- (c) Ontario Child Benefit, paid out monthly;
- (d) Ontario Trillium Benefit, paid out monthly;
- (e) Ontario Tax Reduction for low-income families, if applicable;
- (f) Ontario Climate Action Incentive; and
- (g) Eligible Dependant Credit.

These benefits/credits/tax reductions will not affect the Table amount of child support in this Agreement.

5.14 John will pay the child support directly to Jane and not to the Family Responsibility Office. Neither party will file this Agreement with the Family Responsibility Office for enforcement unless John defaults in payment, at which time Jane may file the Agreement with the court and the Family Responsibility Office for enforcement.

6. Spousal Support Release

6.1

- (a) As a result of the terms of this Agreement, Jane and John are financially independent of each other and release his or her rights to spousal support from the other, now and forever.
- (b) Jane and John intend this Agreement to be forever final and non-variable.
- (c) For greater certainty, the parties acknowledge that:

- (i) they have negotiated this Agreement in an unimpeachable fashion and that the terms of this Agreement fully represent their intentions and expectations;
 - (ii) they have had the opportunity to seek independent legal advice and the opportunity to receive all the disclosure they require to understand the nature and consequences of this Agreement, and to come to the conclusion, as they do, that the terms of this Agreement, including the release of all spousal support rights, reflect an equitable sharing of the economic consequences of their relationship and its breakdown;
 - (iii) the terms of this Agreement substantially comply with the overall objectives of the *Divorce Act* now and in the future;
 - (iv) they require the courts to respect their autonomy to achieve certainty and finality in their lives;
 - (v) the terms of this Agreement and, in particular, this release of spousal support, reflect his and her own particular objectives and concerns, and are intended to be a final and certain settling of all spousal support issues between them. Among other considerations, they are also relying on this spousal release, in particular, upon which to base their future lives.
- (d) Jane and John specifically wish to be able to pursue their separate and independent lives, no matter what changes may occur. Jane and John specifically anticipate that one or both of them may lose their jobs, become ill and be unable to work, have additional child care responsibilities that will interfere with their ability to work, find their financial resources diminished or exhausted whether through their own fault or not, or be affected by general economic and family conditions changing over time. Changes in their circumstances may be catastrophic, unanticipated or beyond their imagination. Nevertheless, no change, no matter how extreme or consequential for either or both of them, will alter this Agreement and their view that the terms of this Agreement reflect their intention to always be separate financially. Jane and John fully accept that no change whatsoever in either or both of their circumstances will entitle either of them to spousal support from the other, now and forever.

- (e) In short, the parties expect the courts to enforce fully this spousal support release no matter what occurs in the future.

Dispute Resolution

- 6.2 This Dispute Resolution section applies, as specified in the dispute resolution paragraphs below, to disputes about or proposed changes to:
- (a) reviewable terms of the Agreement;
 - (b) variable terms of the Agreement;
 - (c) the relocation of the parties and/or the children; and
 - (d) significant parenting issues.
- 6.3 If Jane and John have a dispute about or propose a change to a term outlined above, they will first try to resolve the matter through negotiation, either between themselves or with their respective counsel, on the following terms:
- (a) The party disputing a term or seeking a change will give the other party, in writing:
 - (i) notice of the disputed term/proposed change;
 - (ii) evidence supporting their position on the disputed term/proposed change; and
 - (iii) any requests for information from the other necessary to determine the issue.
 - (b) A request under subparagraph (a) above will be answered within 10 days.
 - (c) After exchanging any information required by this Agreement, Jane and John will meet personally or through their personal representatives to resolve the issue. If they come to an agreement, Jane and John will sign and date an amending agreement before witnesses.
- 6.4 If Jane and John are unable to resolve a dispute/proposed change to a term outlined above through negotiation within 20 days of the commencement of negotiation, either party may bring an application to the court to resolve the dispute. Except in the case of an emergency, the party making an application to the court will give the other party no less than 30 days' notice of the application.

7. Medical and Dental Benefits

- 7.1 In this section, "medical" means all mental and physical health needs, including prescriptions, vision care, psychological counselling, dental and orthodontic costs, chiropractic costs, speech therapy, occupational therapy, physiotherapy, homeopathy, acupuncture and massage therapy.
- 7.2 John will pay ___ percent and Jane will pay ___ percent of 's medical expenses not covered by either parent's extended health insurance. A parent incurring non-emergency child medical expenses will obtain the other's consent in advance. Neither of us will unreasonably withhold our consent. If we cannot agree, we will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.

8. Equalization, Division of Property and Vehicles

- 8.1 John and Jane confirm that they have an in-depth knowledge of the other's financial circumstances during the marriage, as at the date of separation, and as at the effective date of this Agreement. Each is satisfied with the financial information each has about the other and each waives further financial disclosure.
- 8.2 As applicable, each party shall retain his or her own accounts, vehicles, investments, registered retirement savings plans, stock, corporate interests, TFSAs, LIRAs, employment pensions, real property, and personal property, free and clear of any property claim by the other.
- 8.3 In terms of assets and accounts, the parties have agreed to allocate the accounts in accordance with the following:
- (a) Jane shall keep possession and ownership of the _____ vehicle. Upon signing this Agreement, John releases any claims that he may towards this vehicle.
 - (b) John will keep possession and ownership of the _____ vehicle. Upon signing this Agreement, Jane releases any claims that she may towards this vehicle.

9. Matrimonial Home

- 9.1 The parties have waived the requirement of any formal appraisal to determine the value of the matrimonial home. The parties were specifically advised that a certified appraisal

should have been conducted to determine the approximate value of the matrimonial home. Despite such advice, the parties waive the requirement for certified appraisals and deem such disclosure irrelevant to this agreement.

- 9.2 The parties have agreed that the matrimonial home has a value of \$XXXX
- 9.3 As of XXXX, the total mortgage remaining on the matrimonial home is approximately \$XXXX. At a valuation of \$XXXX, the parties' joint equity in the property is approximately \$XXXX.
- 9.4 John will transfer his share of the matrimonial home to Jane in exchange for \$XXXX. The parties will equally pay the cost of the preparation and registration of the transfer.
- 9.5 Jane will use her best efforts to immediately obtain a release of John's mortgage obligations on the existing mortgage. If Jane cannot obtain John's release from the existing mortgage, she will refinance the home and discharge the existing mortgage. Jane will pay any penalties resulting from this refinancing.
- 9.6 If any encumbrance is registered on title after the date of this Agreement but before the transfer, the responsible party will immediately remove it and fully indemnify the other from all liability relating to it.
- 9.7 Once the transfer of the matrimonial home has been completed, John releases all of his rights in the matrimonial home under Part II of the Family Law Act.

10. Debts

10.1

- (a) Jane and John have the following debts in their joint names:
 - (i) XXX
 - (ii) XXX
 - (iii) XXX
- (b) If Jane or John becomes liable for a debt the other has assumed, the party who has assumed the debt will fully indemnify the other.
- (c) In addition to the joint debts, Jane shall be solely responsible for the sole debts that are currently registered to her name. These debts include:

- 10.2 Upon signing this Agreement, each party indicates that they are fully satisfied with the settlement of accounts and debts in this Agreement, and no further outstanding payments are to be made by either party.
- 10.3 Neither Jane nor John will pledge the credit of the other or bind the other for any debts either may incur after the signing of this Agreement. Jane and John acknowledge that they have not pledged the credit of the other since separation.
- 10.4 A party who is under an obligation in this Agreement to reimburse or indemnify the other will:
- (a) pay the other's expenses, damages or loss, including costs arising from the party's obligation to reimburse or indemnify; and
 - (b) indemnify the other from:
 - (i) any amounts paid by the other with respect to the liability, plus interest on the amount at 10 percent a year compounded annually; and
 - (ii) actual legal fees and disbursements incurred by the other.
- 10.5 In this Agreement, one party's indemnification of the other with respect to a debt will be enforceable as a consent to judgment in favour of the party owed the indemnity and against the party owing it in the amount of the liability, plus the costs incurred to obtain the judgment and enforce it.

11. Pensions

- 11.1 Upon completion of the parties' obligations in this Part of the Agreement, the parties release all claims, including all claims to joint and survivor benefits, they may have against each other's pension interests, including the Family Law Value of each other's pension interests, in common law, equity or by statute, including all claims under the PBA, the *Divorce Act*, the *Family Law Act*, and the *Succession Law Reform Act*.

12. Releases

- 12.1 In consideration of and on completion of the parties' mutual obligations in this Agreement, and except as otherwise provided in this Agreement, Jane and John:
- (a) release each other from all claims either may have against the other now or in the future under the terms of any statute, in equity or the common law, including all

claims under the *Divorce Act*, the *Family Law Act*, and the *Succession Law Reform Act*, for:

- (i) possession of property;
 - (ii) ownership of property;
 - (iii) division of property;
 - (iv) compensation for contributions to property;
 - (v) monetary or proprietary remedies for unjust enrichment including claims where there is a joint family venture;
 - (vi) claims in trust, including any claims to a constructive or resulting trust; and
 - (vii) an equalization payment.
- (b) will be entitled to retain their respective property free from any claim by the other party, and will be free to deal with or dispose of their respective property as they deem fit;
- (c) will not claim any share or interest in the other party's property;
- (d) in the case of RRSPs, RRIFs, registered or unregistered private or employment pensions, life insurance and any such similar property, disclaim any and all rights arising from and benefits payable to them from the other party's plans, including any survivor benefits and other rights or benefits which may arise on the death of the other, or any designations to the contrary that predate this Agreement.

12.2 Except as otherwise provided in this Agreement, Jane and John each renounce any entitlement either may have in the other's will made before the date of this Agreement or to share in the estate of the other upon the other dying intestate.

12.3 Except as otherwise provided in this Agreement, Jane and John release each other from all claims either may have against the other now or in the future under the terms of any statute or the common law, including claims for:

- (a) a share in the other's estate;
- (b) a payment as a dependant from the other's estate under the *Succession Law Reform Act*;
- (c) any entitlement under the *Family Law Act*;

- (d) an appointment as an attorney or guardian of the other's personal care or property under the *Substitute Decisions Act*; and
- (e) participation in decisions about the other's medical care or treatment under the *Health Care Consent Act*.

12.4 Except as otherwise provided in this Agreement, on the death of either party:

- (a) the surviving party will not share in any testate or intestate benefit from the estate;
- (b) the surviving party will not act as personal representative of the deceased; and
- (c) the estate of the deceased party will be distributed as if the surviving party had died first.

13. General Terms

13.1 Jane and John each acknowledges and agrees that this Agreement is a separation agreement entered into under section 54 of the *Family Law Act*, and is a domestic contract that prevails over all matters dealt with in the *Family Law Act*.

13.2 There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.

13.3 Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

13.4 The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.

13.5 On execution of this Agreement, either party may commence an application to obtain a divorce only with no costs payable. The other party will cooperate in the service of documents. The divorce will proceed on an uncontested basis.

13.6 The costs of any application for a divorce judgment or order will be shared equally between the parties.

13.7 If a divorce judgment or order issues, none of the clauses of this Agreement will be incorporated in the judgment or order.

13.8 If a divorce judgment or order issues, all of the terms of this Agreement will continue.

- 13.9 Unless the parties agree otherwise, the laws of Ontario apply to this Agreement and its interpretation;
- 13.10 This Agreement survives the death of Jane and John and enures to the benefit of and binds Jane and John's heirs, executors, administrators, estate trustees, personal representatives and assigns.
- 13.11 Jane and John will each inform the executors, estate trustees, personal representatives named in each one's will that this Agreement exists, and where a copy is located.
- 13.12 Any amendments to this Agreement must be in writing, signed by the parties, dated and witnessed.
- 13.13 Jane and John will sign any documents necessary to give effect to this Agreement.
- 13.14 Jane or John's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.
- 13.15
- (a) Jane and John:
 - (i) understand their respective rights and obligations under this Agreement and its nature and consequences;
 - (ii) acknowledge that this Agreement is fair and reasonable;
 - (iii) acknowledge that they are not under any undue influence or duress; and
 - (iv) acknowledge that both are signing this Agreement voluntarily.
- 13.16 Where consent is required under this Agreement, it will not be unreasonably withheld. If Jane and John cannot agree whether consent is being reasonably withheld, they will use the section of this Agreement entitled "Dispute Resolution" to resolve the matter.
- 13.17 The Agreement may be executed and delivered as follows:
- (a) This Agreement may be signed in one or more counterparts, as may be convenient or required. All counterparts of this Agreement will collectively constitute one document.
 - (b) This Agreement or any counterparts may be signed by electronic means, and will bind any such party the same way as the party's handwritten signature would.

- (c) Delivery of a signed Agreement or any signed counterparts by facsimile and/or electronic mail or other electronic means will be sufficient, and an electronic copy will have the same effect as an original executed Agreement.

13.18 The effective date of this Agreement is the date on which the latter party signs it.

13.19 This Agreement was prepared jointly by both parties.

TO EVIDENCE THEIR AGREEMENT JANE AND JOHN HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE:

Witness:

Jane Doe

DATE:

Witness:

John Doe

DATED:

Between:

Jane Doe

and

John Doe

SEPARATION AGREEMENT
