# THIS IS A **SEPARATION AGREEMENT** made this _____ day of _____, 202X

B E T W E E N:

FULL LEGAL NAME (referred to as the “husband” in this agreement)

– and –

FULL LEGAL NAME (referred to as the “wife” in this agreement)

BACKGROUND:
(1) The husband and wife were married in the City of_____, in the Province of Ontario, on ;
(2) There is/are___child(ren) of the marriage, namely,_____ , born_____ and_____ , born_____ . They are referred to individually by name or as “the child” and collectively as “the children”.
(3) The parties have agreed to live separate and apart and have in fact lived separate and apart continuously since_____ .
(4) The parties have agreed to settle all issues between them.
(5) The parties agree that if the marriage is dissolved, the terms “wife” and “husband” will be construed to mean “former wife” and “former husband” in the following agreement.
(6) The parties have agreed to enter into the following agreement which is a domestic contract within the meaning of the Family Law Act, R.S.O. 1990, c. F.3.
ACCORDINGLY, the parties agree as follows:
**1. DEFINITIONS:**
(1) In this agreement:
(i) “automobile” means the 19, Licence No. ;
(ii) “brief vacation” means not exceeding two weeks;
(iii) “company” means and any assets, interests, liabilities and shares in it or any successor;
(iiv) “income tax” and “income taxes” includes tax, interest and penalties owing under the provisions of the Income Tax Act and any tax owing under similar federal or provincial legislation;
(v) “matrimonial home” means the family home at_____ , Ontario;
(vi) “property” means real or personal property or any interest in such property;
(vii) “Arbitration Act” means the Arbitration Act, S.O. 1991, c. 17;
(viii) “Children’s Law Reform Act” means the Children’s Law Reform Act, R.S.O. 1990, c. C.12;
(iviii) “Divorce Act” means the Divorce Act, R.S.C. 1985, c. D-3.4;
(ix) “Child Support Guidelines” means the Federal Child Support Guidelines, SOR/97-175;
(x) “Estates Act” means the Estates Act, R.S.O. 1990, c. E.21;
(xi) “Family Law Act” means the Family Law Act, R.S.O. 1990, c.F.3;
(xiii) “Family Responsibility and Support Arrears Enforcement Act” means the Family Responsibility and Support Arrears Enforcement Act 1996, S.O.1996, c.31.
(xii) “Health Care Consent Act” means the Health Care Consent Act, 1996, S.O. 1996, c. 2;

(xiii) “Income Tax Act” means the Income Tax Act, R.S.C. 1985, Fifth Supp.;
(xivi) “Canada Pension Plan” means the Canada Pension Plan that is referred to in the Canada Pension Plan Act, R.S.C. 1985, c. C-8;
(xv) “Insurance Act” means the Insurance Act, R.S.O. 1990, c.I.8;
(xviiii) “Substitute Decisions Act” means the Substitute Decisions Act, 1992, S.O. 1992, c. 30;
(xiv) “Succession Law Reform Act” means the Succession Law Reform Act, R.S.O. 1990, c. S.26;
(xvii) “Trustee Act” means the Trustee Act, R.S.O. 1990, c.T.23; and
(xviii) “Vital Statistics Act” means the Vital Statistics Act, R.S.O. 1990, c.V.4.
(2) Legislation referred to by name will mean that legislation in force at the material time and includes any amendments to that legislation or any successor legislation.

### 2. LIVING SEPARATE AND APART

The husband and the wife will live separate and apart from each other for the rest of their lives.

### 3. FREEDOM FROM THE OTHER

The husband and the wife will not annoy, harass, molest or in any way interfere with the other or attempt to compel the other to live with him or her.
(Custody and Access-Wife Sole Custody-Liberal Access – switch this around for the husband to have sole custody if that’s the case)

### 4. CUSTODY AND ACCESS

(1) The wife will have custody of the child(ren) and the husband will have liberal access.
(2) Neither party will remove the child(ren) from the Municipality of ……. without the written consent of the other, except for a brief vacation.
(Custody and Access-Wife Sole Custody-Enlarged Access)

### 5. CUSTODY AND ACCESS

(1) The wife will have custody of the child(ren) and the husband will have access.
(2) Both parties acknowledge that it is in the best interests of the child(ren) to have frequent contact with the husband. Accordingly, each will use their best efforts to make plans for the child(ren) which ensure frequent and regular periods of access with the husband, including daytime and overnight visits appropriate to the needs and stage of development of the child(ren).
(3) In making plans for access the primary factor will be the needs and convenience of the child(ren).
(4) The parties will keep each other fully informed of all matters affecting the interests of the child(ren) and will confer as often as necessary on any matter affecting the child(ren).
(5) If the parties cannot agree on the periods of access that the child(ren) should spend with the husband, either may apply to the Court under the appropriate statute to have access defined.
(Liberal Access – Defined)

### 6. ACCESS

Access of the husband to the child(ren) will include, but not be limited to, the following:
(1) each from .m. until .m.;
(2) every second weekend from , at .m. until at .m.;
(3) one month in the summer of each year on 60 days written notice by the husband to the wife;
(4) one-half of each Christmas school vacation;
(5) one-half of each spring school vacation.
(Joint Custody)

## 7. JOINT LEGAL CUSTODY

(1) The husband and wife will have joint custody of the child(ren) and the child(ren) will have their primary residence in the home of the wife, and the wife will have the day-to-day care and control of the child(ren).
(2) The child(ren)'s best interests will always be paramount.
(3) There will be full disclosure between the parties on all matters affecting the welfare of the child(ren) and the parties will confer as often as necessary to resolve any such matter.
(4) The husband will have the right to visit frequently with the child(ren) outside the wife's residence as often as is reasonably convenient to the wife, husband and child(ren). Visits will include, but not be limited to, the following times:
(i) two days each week from .m. until .m.
(ii) every second weekend from at .m. until at .m.;
(iii) one month each summer;
(iv) one-half of the spring school vacation;
(v) one-half of the Christmas vacation.
(5) If the wife predeceases the husband, the day-to-day care and control of the child(ren) will revert to the husband.
(6) Neither party will remove the child(ren) from the Municipality of ……. without the consent in writing of the other, except for a brief vacation.
(Option Number 1: Passports)
(7) The wife will have the right to obtain passports for the child(ren) and the husband consents to the issuance of same.
(Option Number 2: Passports)
(8) Neither party will apply to obtain passports for the child(ren) without the written consent of the other, which consent will not be unreasonably withheld.
(The following paragraphs may also be considered, but their value may be more therapeutic than legal)
(Option Number 3
(9) The husband and wife acknowledge that the other is a devoted, loving parent and that it is essential for the welfare of the child(ren) that they have as much contact with the husband as is reasonable.
(Option Number 4
(10) Definition of Joint Custody:
It is the intention of the parents in agreeing to joint legal custody that each of them will continue to have a full and active role in providing a sound moral, social, economic and educational environment for the child(ren) and continue that support which each child has received to date. The parents will consult with one another in substantial questions relating to religious upbringing, educational programs, significant changes in social environment, and non-emergency health care of the child(ren). In accepting the broad grant of privileges conferred by this joint custodial arrangement upon each of the parents, they specifically recognize that these powers will not be exercised for the purpose of frustrating, denying, or controlling in any manner the social development of the other parent. The parents will exert their best efforts to work co-operatively in future plans consistent with the best interests of the child(ren) and in amicably resolving such disputes as may arise.

(11) Alternation of Custody during Summer Vacation:
The parents agree that from the date of (e.g. one week after the termination of the school year until the

date two weeks in advance of the commencement of the ensuing school year), the residential care of the child(ren) will be changed (as to each child) from the designation above to the care of the other parent who will for that period of time have the primary day-to-day responsibility for the guidance and upbringing of the child(ren).

(12) Mediation

If the parents alone cannot resolve a conflict, they agree to seek appropriate, competent assistance. The matter will be referred for mediation to a professional person skilled in the area of resolution of the problems of child(ren) and their families. This procedure will be followed to its conclusion prior to either party seeking relief from the court. While the dispute is being resolved, the residential parent will continue making such day-to-day decisions as are necessary, but will take no substantial action in the area of the disagreement which would prejudice or take unfair advantage of the other parent by use of the residential status to his/her own benefit.

(13) Affections:

Each of the parents will exert every effort to maintain free access to and unhampered contact between the child(ren) and the other parent; and to foster a feeling of affection between the child(ren) and the other parent. Neither parent will do anything which would estrange the child(ren) from the other; which would injure the opinion of the child(ren) as to (his/her/their) mother or father; or which would impair the natural development of the child (ren)'s love and respect for each of the parents.

(14) Removal from Jurisdiction:

Neither parent will move the permanent residence of the child(ren) from Southern Ontario or remove (him/her/them) from this area for a period in excess of fourteen days without the prior consent of the other parent in writing or approval by the court after prior notification to the other parent of such court hearing.

## 8.JOINT LEGAL CUSTODY

The child(ren) of the marriage will be in the joint custody of the parties, and will ordinarily reside with the wife, subject to the following:

(1) The husband will have every reasonable and liberal opportunity to visit the child(ren) and to have the child(ren) visit him including the right to have the child(ren) to stay overnight with him or to take the child(ren) away with him from time to time as may be agreed; and

(2) The husband will have full participation in all major considerations regarding the child(ren).

## 9. CHANGE OF CHILD(REN)'S NAME

The parties agree that neither of them will make application to the Registrar General appointed under the Vital Statistics Act to change the names of the child(ren), nor will he or she take any other action whatsoever to change the names of the child(ren) without the consent of the other party. Both the husband and wife further agree that this provision will be deemed to be a bar to any such application and may be filed with and will be binding upon any officer of the Office of the Registrar General appointed under the Vital Statistics Act who receives such application by either party in contravention of this provision.

(Spousal Support-Mutual Release)

## 10. SPOUSAL SUPPORT

(1) Each of the parties:

is financially independent;

(ii) does not require financial assistance from the other;

(iii) releases the other from all obligations to provide support or interim support to the other pursuant to the Family Law Act, the Divorce Act, the Succession Law Reform Act, or any other relevant statute or law of Ontario or any other jurisdiction; and
(iv) releases his or her right to claim or obtain support or interim support pursuant to the Family Law Act, the Divorce Act, the Succession Law Reform Act, or any other relevant statute or law of Ontario or any other jurisdiction, from the other.
The parties realize that their respective financial circumstances may change in the future by reason of their health, the cost of living, their employment, and otherwise. No change whatsoever, even if it be material, profound, catastrophic, or otherwise, whether causally connected to the marriage or not, will give either party the right to claim or obtain interim or permanent support pursuant to the Family Law Act, the Divorce Act, the Succession Law Reform Act or any other statute or law of Ontario or any other jurisdiction, from the other. The parties acknowledge and agree that they have considered the economic consequences of the marriage and its breakdown in agreeing to the final release of spousal support in this agreement. The parties have specifically considered the provisions and factors set out in sections 15 and 17 of the
Divorce Act and sections 30 through 33 of the Family Law Act in agreeing to the terms of this paragraph.
(Spousal Support-Unlimited Time Support)

**11. SPOUSAL SUPPORT**

Commencing on , and on the day of each subsequent month, the husband will pay to the wife for her support $_____, until one of the following occurs:
(i) the wife remarries or cohabits with another man;
(ii) the wife dies;
(iii) the husband dies.
(Spousal Support-Limited Time Support)

**12. SPOUSAL SUPPORT**

(1) Commencing on, and on the day of each subsequent month, the husband will pay to the wife for her support $_____ until one of the following occurs:
(iv) sale of the matrimonial home;
(v) a child leaves the home;
(vi) the wife obtains full-time employment; or
(vii) the husband's retirement.
The parties acknowledge that upon the fulfillment of the husband's obligation under (1) above, each of the parties will be financially independent and will not require financial assistance from the other.
(3) The parties realize that their respective financial circumstances may change in the future by reason of their health, the cost of living, their employment, and otherwise. No change whatsoever, even if it be material, profound, catastrophic or otherwise, will give either party the right to claim or obtain interim or permanent support pursuant to the Family Law Act, the Divorce Act, or any other relevant statute or law of Ontario or any other jurisdiction, from the other.
(4) The parties agree that the divorce judgment will be silent as to spousal support.
(Spousal Support-Lump Sum)

**13. SPOUSAL SUPPORT**

(1) The husband will pay to the wife for her support the sum of $_____ on_____(date) . Subject to this

payment, each of the parties:
(i) releases the other from all obligations to provide support or interim support pursuant to the Family Law Act, or Divorce Act, or any other relevant statute or law of Ontario or any other relevant jurisdiction; and
(ii) releases all rights to claim or obtain support or interim support pursuant to the Family Law Act, the Divorce Act, or any other relevant statute or law of Ontario or any other jurisdiction, from the other.
The parties acknowledge that upon this payment, each of the parties will be financially independent and will not require financial assistance from the other.
(3) The parties realize that their respective financial circumstances may change in the future by reason of their health, the cost of living, their employment and otherwise. No change whatsoever, even if it be material, profound, catastrophic or otherwise, will give either party the right to claim or obtain interim or permanent support pursuant to the Family Law Act, the Divorce Act, or any other relevant statute or law of Ontario or any other jurisdiction, from the other.
Optional)
(4) The parties agree that the divorce judgment will be silent as to spousal support.
(Support and Maintenance-Child)

## 14. CHILD SUPPORT

(1) Commencing on, and on the day of each subsequent month, the husband will pay to the wife for the support of [the/each] child the sum of $_____ (making a total of $_____ each month) until one of the following occurs:
(i) The child ceases to reside full-time with the wife, and "reside full-time" includes the child living away from home to attend an educational institution, pursue summer employment or vacation but otherwise maintaining a residence with the wife;
(ii) The child becomes____ years of age and ceases to be in full-time attendance at an educational institution;
(iii) The child becomes_____years of age;
(iv) The child marries;
(v) The wife dies; or
(vi) The husband dies.

## 15. RETROACTIVE SUPPORT PROVISION

Commencing on_____(date) , and on the day of each month thereafter, the husband will pay to the wife support for the child of the marriage in the sum of $_____ per month (making a total of $_____ each month). The parties acknowledge and agree that all support payments made by the husband pursuant to this agreement on or after_____(date) , will be deemed deductible by him as periodic payments and includable by the wife in the calculation of their incomes for tax purposes and considered as having been paid and received pursuant to the provisions of subsection 56.1(3) and subsection 60.1(3) of the Income Tax Act.

## 16. POST-DATED CHEQUES

Immediately upon the execution of this agreement, the husband will provide to the wife a series of twelve (12) post-dated cheques, each dated for the first of the month from_____(date), to_____(date), inclusive, for the amounts payable to the wife pursuant to paragraph(s) 11, 12 and 14 above, and in each subsequent year, on or before the
husband will provide to the wife a further series of twelve (12) post-dated cheques for the next ensuing

twelve-month period, adjusted in accordance with the cost of living as set out in paragraph 17 hereof, and so on from time to time so long as he is obliged to make payments to the wife pursuant to paragraph(s) 11, 12 and 14 of this agreement.

## 17. COST OF LIVING CLAUSE

(1) The amount of support payable pursuant to paragraph(s) 11, 12 14 will change at one-year intervals, in accordance with the All Items Consumer Price Index for the City of _____, as provided by Statistics Canada.

(2) This change in amount will occur on_____ of each year in which support is payable, starting with , [the next following year]. This change will be equal to 100% of the percentage change in the Consumer Price Index:

(i) for_____ , from the month of execution of this agreement to ; and

(ii) for each subsequent change, in the twelve-month period from the previous to the of the year of the current change.

(3) In the case of an increase, if in any such year the husband's income as defined in the Income Tax Act (without reduction of employment expenses or gross up for dividends), for period prior to the proposed increase, does not increase at the same or greater percentage than the percentage increase in the cost of living calculated in subparagraph I above, at the husband's option the increase will be equal to the percentage increase in his income, so calculated.

If the husband chooses to rely on subparagraph (2) he will, no later than , produce to the wife a copy of his tax returns for the two immediately preceding years which will form the basis of the calculation of his percentage increase in income.

## 18. VARIATION AND INDEXING

The parties expressly agree that either party may apply to the court of appropriate jurisdiction for the purposes of varying or indexing the support provisions of this agreement.

## 19. NO VARIATION OR INDEXING

The parties expressly agree that neither of them will apply at any time to court to vary or index the support provisions of this agreement.

## 20. EDUCATIONAL EXPENSES

The husband and wife will contribute [equally/proportionately] toward the costs of the post-secondary education of the child(ren), which costs include tuition, residence, supplies, equipment and other incidental expenses.

## 21. MEDICAL AND DENTAL EXPENSES

(1) The husband is presently covered by group dental, extended health and drug plans through his employment at [employer]. He will continue this coverage:

(i) in the case of the wife, until one of the following occurs:

(a) the marriage is terminated;

(b) the wife cohabits with another man;

(c) the benefit is no longer available to the husband through employment; and

(ii) in the case of [each/the] child(ren), so long as the husband is obligated to support [each/the] child(ren) and the benefit is available to the husband through employment.

(2) Where the wife is obliged to pay a fee directly to a dentist, hospital, health care facility or druggist in relation to any services which are covered in all or in part by the plans referred to herein, the husband will immediately endorse over to the wife any cheque he receives from the plan or plans in

reimbursement of all or part of the services for which the wife has paid directly.
Dental Coverage-Private
22. DENTAL COVERAGE
The husband and wife will share equally the cost of any dental and orthodontal expenses incurred by the wife for the child(ren). The wife will consult the husband on any major dental or orthodontic treatment and obtain his consent, which consent will not be unreasonably withheld, before the commencement of the treatment.
Life Insurance-Through Employment
23. LIFE INSURANCE

(1) The husband owns through his employment a policy of insurance in the amount of $_____, through_____(name of company), bearing policy number #_____ .
(2) The husband will irrevocably designate the wife as the sole beneficiary under this policy and file the designation with_____ as provided by the Insurance Act. The husband will give the wife a true copy of the designation within 14 days from the execution of this agreement.
(3) The husband will maintain the wife as the sole irrevocable beneficiary under the policy for as long as he is required to pay support for either the wife or [any of] the child(ren) and the husband may then deal with the policy as he wishes.
(4) At the wife's request, the husband will annually provide proof that the policy remains in effect.
(Alternate):
authorization and direction,
(5) If the policy of insurance is no longer available to the husband through his employment, he will immediately obtain replacement insurance (ensuring that there is no gap in coverage beyond his control) at the amount of coverage available at similar cost and will maintain the replacement policy.
(6) If the husband defaults in payment of the premiums and the policy is no longer in good standing, the wife may, at her sole option, pay any premiums and may recover
them from the husband, together with all her costs and expenses, including her solicitor and client costs.
(7) If the husband dies without this insurance in effect, his personal representatives will pay to the wife the difference between $ and the amount of life insurance she did receive under this paragraph and this obligation will be a first charge on his estate.
(Alternate
(8) If the husband dies without this insurance in effect, his obligation to pay support pursuant to this agreement will survive his death (notwithstanding paragraph(s) 11 and 14 of this agreement) and will be a first charge on his estate.
or
(9) The parties acknowledge that the husband's maintaining this life insurance is to provide a fund out of which support may be payable to the wife and/or child(ren) in the event of the husband's death. The support payments, however, are not limited to this fund.
Life Insurance-Private)
24. LIFE INSURANCE
(1) The husband owns a policy of insurance in the amount of $_____through_____(name of company) bearing policy number #_____ .
The husband will designate irrevocably the wife as sole beneficiary under this policy and file the designation with the _____as provided by the Insurance Act. The husband will give the wife a true

copy of the designation within 14 days from the execution of this agreement.
(3) The husband will maintain the wife as sole irrevocable beneficiary under the policy for as long as he is required to pay support for either the wife or the child(ren) and the husband may then deal with the policy as he wishes.
(4) At the wife's request, the husband will annually provide proof that the policy remains in effect.
(Alternate):
authorization and direction,

(5) If the husband defaults in payment of the premiums and the policy is no longer in good standing, the wife, at her sole option, may pay any premiums and may recover them from the husband, together with all her costs and expenses, including her solicitor and client costs.
(6) If the husband dies without this insurance in effect, his personal representatives will pay to the wife the difference between $_____ and the amount of life insurance she received under this paragraph and this obligation will be a first charge on his estate.
(Alternate)
(7) If the husband dies without this insurance in effect, his obligation to pay support pursuant to this agreement will survive his death (notwithstanding paragraph(s) 11 and 14 of this agreement) and will be a first charge on his estate.
(8) The parties acknowledge that the husband's maintaining this life insurance is to provide a fund out of which support may be payable to the wife and/or child(ren) in the event of the husband's death. The support payments, however, are not limited to this fund.

## 25. DIRECTION FOR PAYMENTS TO THIRD PARTIES

The husband will be solely responsible for the payment of the fees and expenses charged by the private school for the child(ren), provided that the choice of such school for the child(ren) will be first mutually agreed upon between the husband and the wife. Such school costs paid by the husband are to be an allowance payable on a periodic basis and thus deductible by the husband and includable by the wife in the calculation of their respective incomes pursuant to subsection 56.1(2) and subsection 60.1(2) of the Income Tax Act, which subsections apply to any such payments.
(Material Change in Circumstances-General)

## 26. MATERIAL CHANGE IN CIRCUMSTANCES

(1) Only paragraph(s) 4, 5, 6, 7, 8, 11, 12 and 14 may be varied if there is a material change in circumstances, . If such change occurs, the husband or wife seeking the
variation will give to the other a written notice of the variation he or she is seeking, and the husband and wife will then confer either personally or through their respective solicitors to settle what, if any, variation should be made.
(2) If no agreement has been reached within 30 [60/90] clear days after notice has been given under subparagraph (1), variation relating to custody, access and support for the wife/child(ren) may be determined at the instance of either the husband or the wife by an application pursuant to the Family Law Act, the Divorce Act, or the Children's Law Reform Act.
(3) If no agreement has been reached within 30 [60/90] clear days after notice has been given under subparagraph (2), variation relating to support for the wife may be determined at the instance of either the husband or the wife under the Arbitrations Act by a single arbitrator whose award is subject to appeal under the provisions of the Arbitrations Act. Notice under this paragraph constitutes a submission under the Arbitrations Act.

(4) The husband and the wife acknowledge and agree that the change in the laws governing income tax liability on support payments will be deemed to be a material change in circumstances entitling either the husband or the wife to seek a variation in the amounts payable by the husband to the wife in regard to the support of the children or the wife.

(Additional Possible Clauses)

(5) Obligations arising out of the remarriage of the husband or of the wife are to be taken into account in determining whether there has been a material change in circumstances.
(6) The following will not be considered material changes in circumstances:
(i) the remarriage of the wife;
(ii) the remarriage of the husband; and
(iii) the employment of the wife.
Alternate Clause

## 27. MATERIAL CHANGE IN CIRCUMSTANCES

Only the spousal support and child support paragraphs of this agreement may be varied if there is a material change in the existing financial circumstances of the parties, whether such change is foreseeable or not. Without limiting the generality of the foregoing, a material change in the income of the wife or the husband, the needs of the children, the loss of employment by either of the parties, the change in health of the parties, the retirement of either of the parties or any other foreseeable or unforeseeable circumstance which materially changes the existing or future financial position of the parties will be a basis for a variation application. The parties specifically agree that the remarriage or cohabitation of the wife or the husband may be a ground for an application to vary the support provisions of this agreement, notwithstanding that the said remarriage or cohabitation was or was not foreseeable. The parties also agree that the child support will cease in accordance with the provisions of this agreement. The parties acknowledge that at that time the wife may seek a variation of spousal support notwithstanding that the cessation of child support was a foreseeable event.
(Matrimonial Home-Joint Tenancy-Limited Exclusive Possession)

## 28. MATRIMONIAL HOME

(1) The husband and wife hold and will continue to hold in joint tenancy, the matrimonial home municipally known as_____(address of the home) , which is a matrimonial home within the meaning of the Family Law Act.
(2) The wife will have exclusive possession of the matrimonial home until one of the following occurs:
(i) the wife desires to sell the matrimonial home;
(ii) the wife remarries or cohabits with another man;
(iii) the wife ceases to reside in the matrimonial home;
(iiii) the wife wilfully defaults in the payment of the mortgage;
at which time the matrimonial home will be listed for sale.
(3) Until the matrimonial home is sold:
(i) the wife will pay all insurance premiums, mortgage payments, taxes and other expenses relating to the matrimonial home and will indemnify the husband from all liability relating to the matrimonial home;
(ii) the husband and wife will pay equally the cost of all repairs over [e.g. $250.00] provided that the wife

will not undertake such repairs without obtaining the consent of the husband, which consent will not be unreasonably withheld;
(iii) if the husband does not pay his share of the repairs, he will be deemed to be in breach of this agreement and damages for such breach will be liquidated at one-half of the cost of the repairs;
(iv) the husband will co-operate in refinancing any mortgage which comes due during the period of the wife's exclusive possession.
(4) When the matrimonial home is sold, the proceeds will be applied as follows and in the following order:
(i) to real estate commission, legal fees relating to the sale and any other expenses of the sale;
(ii) to the charges, encumbrances and liens incurred prior to the date of this agreement or jointly by the husband and wife afterwards; and
(iii) to payment of the balance as follows:
(iv) to the wife___ per cent;
(v) to the husband___ per cent.
(5) If the parties cannot agree on the terms of sale, either may apply to the court under the appropriate statute to have the issue determined.

(Matrimonial Home-Tenancy in Common-Limited Exclusive Possession)

### 29. MATRIMONIAL HOME

(1) The husband is the sole beneficial and legal owner of the matrimonial home, municipally known as_____(address of the home) , which is a matrimonial home within the meaning of the Family Law Act. The husband hereby transfers all of his right, title and interest in the property to the husband and wife as tenants in common. Concurrently with the execution of this agreement, the parties will execute a conveyance, the cost of preparation and registration of which will be paid by the wife.
(2) The wife will have exclusive possession of the matrimonial home until one of the following occurs:
(i) the wife desires to sell the matrimonial home;
(ii) the wife remarries or cohabits with another man;
(iii) the wife ceases to reside in the matrimonial home;
(iiii) the wife wilfully defaults in the payment of the mortgage;
at which time the matrimonial home will be listed for sale.
(3) Until the matrimonial home is sold:
(i) the wife will pay all insurance premiums, mortgage payments, taxes and other expenses relating to the matrimonial home and will indemnify the husband from all liability relating to the matrimonial home;
(ii) the husband and wife will pay equally the cost of all repairs over [e.g. $300.00] provided that the wife will not undertake such repairs without obtaining the consent of the husband, which consent will not be unreasonably withheld;
(iii) if the husband does not pay his share of the repairs, he will be deemed to be in breach of this agreement and damages for such breach will be liquidated at one-half of the cost of the repairs;
(iv) the husband will co-operate in refinancing any mortgage which comes due during the period of the wife's exclusive possession.
(4) When the matrimonial home is sold, the proceeds will be applied as follows and in the following order:
(i) to real estate commission, legal fees relating to the sale and any other expenses of the sale;

(ii) to the charges, encumbrances and liens incurred prior to the date of this agreement or jointly by the husband and wife afterwards; and
(iii) to payment of the balance as follows:
(a) to the wife____ per cent;
(b) to the husband____ per cent.
(5) If the parties cannot agree on the terms of sale, either may apply to the court under the appropriate statute to have the issue determined.

Matrimonial Home-Sole Ownership-Limited Exclusive Possession

30. MATRIMONIAL HOME

(1) The husband is the sole beneficial and legal owner of the matrimonial home known as_____(address of the home) , which is a matrimonial home within the meaning of the Family Law Act.
(2) The wife will have exclusive possession of the matrimonial home until one of the following occurs:
(i) the wife desires to sell the matrimonial home;
(ii) the wife remarries or cohabits with another man;
(iii) the wife ceases to reside in the matrimonial home;
(iiv) the wife willfully defaults in the payment of the mortgage at which time the matrimonial home will be listed for sale.
(3) Until the matrimonial home is sold:
(i) the wife will pay all insurance premiums, mortgage payments, taxes and other expenses relating to the matrimonial home and will indemnify the husband from all liability relating to the matrimonial home;
(ii) the husband and wife will pay equally the cost of all repairs over [e.g. $250.00] provided that the wife will not undertake such repairs without obtaining the consent of the husband, which consent will not be unreasonably withheld;
(iii) if the husband does not pay his share of the repairs, he will be deemed to be in breach of this agreement and damages for such breach will be liquidated at one-half of the cost of the repairs;
(iv) the husband will co-operate in refinancing any mortgage which comes due during the period of the wife's exclusive possession.
(4) When the matrimonial home is sold, the proceeds will be applied as follows and in the following order:
(i) to real estate commission, legal fees relating to the sale and any other expenses of the sale;
(ii) to the charges, encumbrances and liens incurred prior to the date of this agreement or jointly by the husband and wife afterwards, and
(iii) to payment of the balance as follows:
(a) to the wife,____ per cent;
(b) to the husband,____ per cent.
(5) If the parties cannot agree on the terms of the sale, either may apply to the court under the appropriate statute to have the issue determined.

Matrimonial home-Transfer to Spouse

31. MATRIMONIAL HOME

(1) The husband and wife hold in joint tenancy the matrimonial home municipally known

as_____(address of the home) , which is a matrimonial home within the meaning of the Family Law Act. The husband hereby transfers all of his right, title and interest in the property to the wife and, concurrently with the execution of this agreement, will execute a conveyance of the matrimonial home, the cost of preparation and registration of which will be paid by the wife.
(2) The wife will pay all insurance premiums, mortgage payments, taxes and other expenses relating to the matrimonial home and will indemnify the husband from all liability relating to the matrimonial home.
(3) As long as the husband and wife are spouses, the wife will ensure that the matrimonial home remains her principal residence as defined in the Income Tax Act and will so designate the matrimonial home if necessary. If the wife changes the use of the matrimonial home or does not designate it as her principal residence, so that the husband becomes liable to pay any tax or penalty under the Income Tax Act, then the wife will indemnify the husband with respect to the tax liability and penalty. The wife will notify the husband immediately of any change in the use of the matrimonial home.
(4) The husband, as transferor of his interest in the matrimonial home, warrants that he is not liable for any tax for any calendar year prior to the date of this agreement and that he has paid all taxes owing for such calendar years and all installments due in the current year. If the wife, as transferee, becomes liable to pay, or the matrimonial home becomes charged with payment of any tax or penalty for which the husband, as transferor, is liable under the Income Tax Act, then he will indemnify her from any liability.
(5) The husband and wife each agree to execute and file, pursuant to subsection 74.5(3) of the Income Tax Act, with their tax returns for the year this agreement is executed (19), a joint election in a form suitable for filing, as set out in Schedule “B” to this agreement, not to have the taxable capital gain attribution provisions of the Income Tax Act as provided in subsection 74.2 of that Act apply to dispositions of property by both the husband and wife from and after the execution of this agreement.
Matrimonial Home-Immediate Sale

## 32. MATRIMONIAL HOME

(1) The husband and wife hold and will continue to hold in joint tenancy the matrimonial home municipally known as , which is a matrimonial home within the meaning of the Family Law Act.
(2) The husband and wife will list the matrimonial home for sale upon the execution of this agreement and accept the first reasonable offer made to purchase the matrimonial home.
(3) Until the matrimonial home is sold:
(i) the wife will pay all insurance premiums, mortgage payments, taxes and other expenses relating to the matrimonial home and will indemnify the husband from all liability relating to the matrimonial home;
(ii) the husband and wife will pay equally the cost of all repairs over [e.g. $250.00] provided that the wife will not undertake such repairs without obtaining the consent of the husband, which consent will not be unreasonably withheld;
(iii) if the husband does not pay his share of the repairs, he will be deemed to be in breach of this agreement and damages for such breach will be liquidated at one-half of the cost of the repairs;
(iv) the husband will co-operate in refinancing any mortgage which comes due during the period of the wife’s exclusive possession.
(4) When the matrimonial home is sold, the proceeds will be applied as follows and in the following order:
(i) to real estate commission, legal fees relating to the sale and any other expenses of the sale;

(ii) to the charges, encumbrances and liens incurred prior to the date of this agreement or jointly by the husband and wife afterwards;
(iii) to payment of the balance as follows:
(a) to the wife,____ per cent; and
(b) to the husband,____ per cent.
(5) If the parties cannot agree on the terms of sale, either may apply to the court under the appropriate statute to have the issue determined.

### 33. PERSONAL PROPERTY

(1) The husband hereby transfers his interest in the contents of the matrimonial home to the wife, except for:
(i) ; and
(ii) , which are the property of the husband.
(2) The husband hereby transfers his interest in the automobile to the wife and will forthwith execute all necessary documents to effect the transfer.
Alternate
(3) The husband and wife acknowledge that they [have/will] [divided/divide] the contents of the matrimonial home and their personal property in a manner satisfactory to both of them. If the parties cannot agree on the division of the contents of the matrimonial home and their personal property, then either will be at liberty to apply to the court under the Family Law Act for an order dividing the contents and personal property equally between the parties.

Canada Pension Plan-No application for division of credits

### 34. CANADA PENSION PLAN CREDITS

Neither the husband nor the wife will apply under the Canada Pension Plan for a division of pension credits after the dissolution of their marriage.
Alternate

The husband and wife acknowledge that each has been made aware by their respective solicitors of the amendments to the Canada Pension Plan Act whereby pension credits earned by one or both spouses during their years of marriage may be divided equally upon marriage dissolution. Both the husband and the wife agree that upon marriage dissolution, neither will make an application to any Canada Pension Plan district or local office for a credit sharing of Canada Pension Plan benefits resulting in the division of pension credits between them. Both spouses further agree that this provision will be deemed to be a bar to such application and may be filed with and be binding upon any officer of the Canada Pension Plan who receives such application by either spouse in contravention of this provision.
Canada Pension Plan-Permitting application for division of credits

### 35. CANADA PENSION PLAN CREDITS

Either party may apply under the Canada Pension Plan for a division of pension credits.

### 36. OTHER PENSIONS

Except as otherwise provided in this agreement, neither the husband nor the wife will make a claim to share in any pension of the other, including but not limited to any company pension plans, deferred profit sharing plans, registered retirement savings plans and registered home ownership savings plans.

### 37. INCOME TAX

(1) Except as otherwise provided in this agreement, the husband covenants and agrees that:
(i) to the best of his knowledge, information and belief, he is not liable for any income tax whatsoever for any calendar or fiscal year (referred to as "year" in this paragraph) ending prior to the date of this agreement;
(ii) he has paid, or will pay when due, all income taxes owing and all instalment payments due for all years, including the year in which a transfer of property to the wife will occur under this agreement or a transfer, direct or indirect, to the wife has occurred prior to this agreement (referred to as "Year of Transfer" or collectively as "Years of Transfer" in this paragraph);
(iii) to pay or to cause to be paid any and all outstanding income taxes for all years up to and including each Year of Transfer; and

(iv) if the wife, as transferee of property, becomes liable under the Income Tax Act, including liability for income tax of the husband arising under Section 160 of the Income Tax Act, or any property acquired as provided in this agreement becomes charged for payment of any income taxes for which the husband was or is liable to pay under the Income Tax Act or any similar federal or provincial statute for Years of Transfer or any prior period, then the husband agrees to indemnify the wife and save her harmless with respect to such income tax liability which may be imposed upon her; provided that the husband will not be liable to indemnify the wife for any income tax liability of the wife arising under Section 160 that has arisen on account of income or taxable capital gains of the wife attributed to the husband by virtue of subsections 74.1(1) or 74.2 of the Income Tax Act for the period after the execution of this agreement.

(2) Except as otherwise provided in this agreement, the wife covenants and agrees that:
(i) to the best of her knowledge, information and belief, she is not liable for any income tax whatsoever for any calendar or fiscal year (referred to as "year" in this paragraph) ending prior to the date of this agreement;
(ii) she has paid, or will pay when due, all income taxes owing and all installment payments due for all years, including the year in which a transfer of property to the husband will occur under this agreement or a transfer, direct or indirect, to the husband has occurred prior to this agreement (referred to as "Year of Transfer" or collectively as "Years of Transfer" in this paragraph);
(iii) to pay or cause to be paid any and all outstanding income taxes for all years, up to and including each Year of Transfer; and

(iv) if the husband, as transferee of property, becomes liable under the Income Tax Act, including liability for income tax of the wife arising under Section 160 of the Income Tax Act, or any property acquired as provided in this agreement becomes charged for payment of any income taxes for which the wife was or is liable to pay under the Income Tax Act or any similar federal or provincial statute for Year of Transfer or any prior year, then the wife agrees to indemnify the husband and save him harmless with respect to such income tax liability which may be imposed upon him; provided that the wife will not be liable to indemnify the husband for any income tax liability of the husband arising under Section 160 that has arisen on account of income or taxable capital gains of the husband attributed to the wife by virtue of subsections 74.1(1) or 74.2 of the Income Tax Act for the period after execution of this agreement.
(3) The husband and wife each agree to execute and file, pursuant to subsection 74.5(3) of the Income Tax Act, with their tax returns for the year this agreement is executed, a joint election (in a form suitable for filing, as set out in Schedule "B" to this agreement) not to have the taxable capital gain attribution

provisions of the Income Tax Act apply to dispositions of property by the husband and wife from and after the execution of this separation agreement.
(4) The husband and wife further agree that if, for any reason, there is attribution of taxable capital gains between them under the provisions of the Income Tax Act or any similar federal or provincial legislation for the period after the execution of this agreement, the transferor spouse will be indemnified and saved harmless by the transferee spouse from any resulting increase in income tax liability.

(5) The husband and wife further agree that if, for any reason, there is income attribution between them under the provisions of the Income Tax Act or any similar federal or provincial legislation for the period after the execution of this agreement, the transferor spouse will be indemnified and saved harmless by the transferee spouse from any resulting increase in income tax liability.

### 38. FURTHER RELEASES

(1) Property:
Except as otherwise provided in this agreement, the husband and wife agree that:
(i) all their property has been divided between them to their mutual satisfaction;
(ii) each releases all rights to and interest in property owned by the other which he or she has or may acquire under the laws of any jurisdiction, and in particular the Family Law Act, including all rights to and interest in:
(a) ownership in property;
(b) possession of property;
(c) compensation by payment of an amount of money, or by an award of a share of property for contribution of any kind, whether direct or indirect, made to property;
(d) division of property; and
(e) an equalization payment pursuant to the Family Law Act.
(f) The husband and wife each releases all rights, possessory or otherwise, which he or she has or may acquire under Part II of the Family Law Act.

(2) Debts and Obligations
Except as otherwise provided in this agreement:
(i) neither the husband nor the wife will contract in the name of the other or bind the other in any way for any debts or obligations; and
(ii) if debts or obligations were incurred by the husband or the wife on behalf of the other before or are so incurred after the date of this agreement, he or she will completely indemnify the other from all such debts or obligations and any related damages or costs.
(3) Estate
Except as otherwise provided in this agreement, and subject to any additional devises and/or bequests by one of the parties to the other in any valid will made after the date of this agreement, the husband and wife each releases all rights which he or she may have under a will of the other made prior to the date of this agreement and all rights which he or she has or may acquire under the laws of any jurisdiction in the estate of the other and, in particular:
(i) under the Succession Law Reform Act:
(a) to share in the estate of the other upon the other dying intestate; or
b) to an allowance or payment as a dependant from the estate of the other:
(ii) under the Trustee Act, to act as executor or administrator of the will or the estate of the other;

(iii) under the Estates Act, to apply for a grant of probate or administration; and
(iv) under the Family Law Act, to his or her entitlement under it on the death of the other.

(4) Personal Care:
The husband and wife each releases and discharges all rights he or she may have under any power of attorney executed in his or her favour by the other party prior to the date of this agreement and each releases and discharges all rights and claims that he or she has or may acquire to make decisions relating to the care of the other under the laws of Ontario or any other jurisdiction, and in particular:
(a) under the Substitute Decisions Act, to apply to be appointed by a court to act as an attorney for the personal care of the other;
(b) under subsections 20(1) and (2) of the Health Care Consent Act, to provide consent or to refuse to consent to a treatment or treatments proposed by a
physician on behalf of the other, when the other is incapable of providing such consent or refusal on his or her own behalf.
(5) General

The husband and wife and each of them accept the terms of this agreement in full and final satisfaction and discharge of all claims and demands of every nature and kind whatsoever which one of them has or hereafter can, will or may have against the other of them, excepting always any claim arising under this agreement and, in particular, without limiting the generality of the foregoing, each does hereby remise, release and forever discharge the other, his heirs, executors, administrators and assigns of and from all and any claims and demands for support or interim support or any other claim of any nature and kind arising out of the marriage of the husband and the wife, and neither party will at any time hereafter commence or prosecute any action or other proceedings for the recovering of support or interim support from the other, provided always that nothing contained in this agreement will constitute a bar to any action or proceeding by either the husband or the wife against the other of them to enforce any of the terms of this agreement or for the dissolution of the marriage. This agreement may be pleaded as a defence to any claim by one party against the other. Further, the parties expressly release each other from any and all claims and rights that might exist under Parts I and II of the Family Law Act, and of any other rights that might exist under that Act. Notwithstanding Part I of the Family Law Act, each party acknowledges that neither holds any property, whether real or personal, in trust for the other whether by way of resulting or any other type of trust.
The parties further acknowledge and agree that the support and property provisions of this agreement are inextricably intertwined and constitute a full and final financial settlement.

## 39. BINDING UPON ESTATE

The terms of this agreement will enure to the benefit of and be binding upon each party and/or his or her respective heirs, executors, administrators, and assigns.

## 40. SEPARATION AGREEMENT TO SURVIVE DIVORCE

(1) If a divorce judgment is obtained, all the terms of this agreement will survive and continue in force.
(2) If a divorce judgment is obtained, only paragraph(s) and will be incorporated into the judgment.

## 41. DIVORCE

(1) Immediately upon execution of this agreement, the husband/wife will commence proceedings for divorce, based on the ground of marriage breakdown by reason of the parties' separation for a period

exceeding one year. The will proceed expeditiously to obtain the divorce. The husband/wife will co-operate in the divorce proceeding. The husband/wife will be solely responsible for the costs of obtaining the divorce on an undefended basis.

Alternate Clause

(2) The parties will share equally the costs of the divorce.

### 42. AGREEMENT TO PREVAIL

This agreement prevails over any matter that is provided for:

(i) in the Family Law Act, the Divorce Act, the Succession Law Reform Act, or any other relevant statute or law of Ontario or any other jurisdiction; and

(ii) any subsequent domestic contract between one of the parties and another person,

where this agreement makes provision for such matter.

### 43. JOINT PREPARATION OF AGREEMENT

Each party personally and/or by his or her lawyer has participated in the preparation of this agreement. It must be construed as if the parties were joint authors, and it will not be construed against one party as if that party or that party's lawyer were the sole or major author of the agreement.

### 44. PROPER LAW

The proper law of this agreement is the law of Ontario.

### 45. SEVERABILITY OF TERMS

Except as otherwise provided, all of the terms of this agreement are severable from each other and will survive the invalidity of any other term of this agreement.

### 46. GENERAL

(1) The husband and wife will each execute any documents required to give effect to the terms and intent of this agreement.

(2) There are no representations, collateral agreements, warranties or conditions affecting this agreement.

(3) This agreement may be amended only by a further agreement in writing and witnessed.

(4) If any provision of any statute of any jurisdiction invalidates or voids this agreement, or any amendments to it, as a domestic contract, it is the intention of the parties that each provision of this agreement or any amendments to it be construed as a separate contract under ordinary contract law and enforceable as such.

90 Day Trial Cohabitation Clause-Single Period of 90 Days

### 47. NINETY-DAY TRIAL COHABITATION

If at any future time, the husband and wife, with their mutual consent, cohabit as husband and wife for a single period of less than ninety days, with reconciliation as the primary purpose of the cohabitation, the terms of this agreement will not be affected except as provided in this paragraph. If the husband and the wife, with their mutual consent, cohabit as husband and wife for a period of more than ninety days, with reconciliation as the primary purpose of the cohabitation, the terms of this agreement will become void, except that

nothing in this paragraph will affect or invalidate any payment, conveyance or act made or done pursuant to the terms of this agreement.

90 Day Trial Cohabitation Clause-A period or periods totaling no more than 90 Days

### 48. NINETY-DAY TRIAL COHABITATION

If at any future time, the husband and wife, with their mutual consent, cohabit as husband and wife for a

period or periods totaling no more than ninety days, with reconciliation as the primary purpose of the cohabitation, the terms of this agreement will not be affected except as provided in this paragraph. If the husband and the wife, with their mutual consent, cohabit as husband and wife for a period or periods totaling more than ninety days, with reconciliation as the primary purpose of the cohabitation, the terms of this agreement will become void, except that nothing in this paragraph will affect or invalidate any payment, conveyance or act made or done pursuant to the terms of this agreement.

## 49. INDEPENDENT LEGAL ADVICE AND FINANCIAL DISCLOSURE

The husband and wife each acknowledges that he or she:
(i) has had independent legal advice;
(ii) has read the agreement in its entirety and has full knowledge of the contents;
(iii) understands his or her respective rights and obligations under this agreement, the nature of this agreement and the consequences of this agreement;
(iv) has made full and complete disclosure of his or her financial circumstances to the other, including but not limited to his or her income, assets, debts or other liabilities;
(v) acknowledges that the terms of this agreement are fair and reasonable;
(vi) is entering into this agreement without any undue influence, fraud or coercion whatsoever; and
(vii) is signing this agreement voluntarily.
Alternate Clause-Where parties do not wish to have counsel
(1) The husband and wife each acknowledge that he or she:
(i) has read this agreement in full before affixing his or her signature hereto, and acknowledge that he or she fully understands the nature and effect of this agreement; and
(2) The parties acknowledge and declare that they acknowledge and declare the option and opportunity to seek independent legal advice with respect to the terms of this agreement.
(3) The parties acknowledge and declare that it is their wish to enter into this agreement without the benefit of independent legal advice and acknowledge and declare that the terms of this agreement correctly set out their wishes and intentions.

## 50. COSTS

The husband and wife will each pay his or her own legal fees and disbursements incurred by him or her in the negotiation and preparation of this agreement.

## 51. EXECUTION

TO EVIDENCE THEIR AGREEMENT, the husband and wife have each signed this agreement under seal.
SIGNED, SEALED AND DELIVERED
On the ___day of _____, 201X

_____ _____
Signature of Witness Wife (Full Legal Name)

_____
Full Legal Name of Witness
Address & Telephone No.

_____ _____
Signature of Witness Husband (Full Legal Name)

_____
Full Legal Name of Witness
Address and Telephone No.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE
OF THE HUSBAND

I, _____, of the ___ of _____, Barrister & Solicitor, HEREBY CERTIFY that I was consulted in my professional capacity by _____, named in this agreement, dated the _____ day of _____, 20XX, as to his obligations and rights under this agreement. I acted solely for him and explained fully to him the nature and effect of the agreement and he did this day acknowledge and declare that he fully understood its nature and effect and did execute it in my presence. He acknowledged and declared and it appeared to me that he was executing the agreement of his own volition and without fear, threats, compulsion or influence by _____ or any other person.
DATED this day of ,20XX.

_____
Signature of Solicitor for the Husband

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CERTIFICATE OF INDEPENDENT LEGAL ADVICE
OF THE WIFE

I, _____, of the ___ of _____, Barrister & Solicitor, HEREBY CERTIFY that I was consulted in my professional capacity by _____, named in this agreement, dated the _____ day of _____, 20XX, as to her obligations and rights under this contract. I acted solely for her and explained fully to her the nature and effect of the agreement and she did this day acknowledge and declare that she fully understood its nature and effect and did execute it in my presence. He acknowledged and declared and it appeared to me that she was executing the agreement of her own volition and without fear, threats, compulsion or influence by _____ or any other person.

DATED this day of ,20XX.

_____
Signature of Solicitor for the Wife

DATED:

_____

“husband”

– and –

“wife”

_____

SEPARATION AGREEMENT

_____