**This is a sample Voluntary Separation and Property Settlement Agreement.** (It is formatted for red line paper.)

**VOLUNTARY SEPARATION**

**AND PROPERTY SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is entered into this day of , 2010, by and between **WIFE** (“Wife”) and **HUSBAND** “Husband”).

**EXPLANATORY STATEMENT**

**WHEREAS,** the parties were married by a civil ceremony on [date], in [County], Maryland, and two children were born to them as a result of their marriage, namely, **[Kid 1]**, born on [date], and **[Kid 2]**, born on [date], (“the Children”), and

**WHEREAS,** differences have arisen between the parties and they are now, and have been since [date], living separate and apart from one another, voluntarily and by mutual consent, in separate abodes, without cohabitation, with the purpose and intent of ending their marriage; and

**WHEREAS,** it is the mutual desire of the parties to this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship;

**NOW, THEREFORE,** in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. **RELINQUISHMENT OF MARITAL RIGHTS**

The parties, having mutually and voluntarily agreed to separate on [date], shall continue to live separate and apart, free from interference, authority, or control by the other, as if each were sole and unmarried, and each may conduct, carry on, and engage in any employment, business, or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

1. **RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE**

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives, and assigns, grants, promises, and releases to the other, any and all rights or interests which he or she now has or may hereafter acquire in the real, personal, or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under the Marital Property Act, Md. Code Ann., Family Law § 8-201, *et seq*., as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title, or claim in the other party as if the parties at such time were unmarried.

1. **CHILD CUSTODY AND VISITATION**
2. **LEGAL CUSTODY:** The parties shall have joint legal custody of their Children and shall cooperate with one another to give the Children the love and companionship of both parents. The parties shall consult with one another, share information, and reach joint decisions regarding all significant issues affecting the Children. If however, after discussing the issue or issues together the parties cannot reach a joint decision on any particular matter, the parties shall attend at least one mediation session with a court-approved mediator, provided time permits, before seeking the court’s intervention. Above all else, the parties hereby agree that their Children are equally important to each of them, and that they intend to work together, despite their past differences, to assure that each parent is fully involved with the Children in a positive, constructive relationship. The parties shall discuss and attempt to resolve all differences or problems pertaining to (1) their child, (2) their relationships with their child, or (3) their relationship with one another to the extent that the child is affected. It shall be the responsibility of each party to let the other party know of all upcoming events, activities, school projects, etc. that the child may have so each party may arrange his or her schedule accordingly.
3. **PHYSICAL CUSTODY:** The parties shall have shared physical custody of their Children according to the terms and conditions set out in Subsections B through R of Section 3 of this Agreement. Wife shall have the Children each Monday and Tuesday night, Husband shall have the children Each Wednesday and Thursday night, and the parties shall have the Children alternate weekends, from Friday at 6:00 P.M. through Monday when school begins or, if it is not a school day, Monday at 9:00 A.M.
4. **HOLIDAYS:** Wife shall have the Children on the holidays listed in Column 1, below, in even numbered years, and in Column 2 in odd numbered years. Husband shall have the Children on the holidays listed in Column 2 in even numbered years, and Column 1 in odd numbered years.

**COLUMN 1** **COLUMN 2**

Easter Memorial Day

Independence Day Labor Day

Christmas Day Thanksgiving Day

Halloween Christmas Eve

New Year’s Eve

1. Except for the holidays noted below, holiday visitation shall be on the day of the holiday from 9:00 A.M. until 6:00 P.M. When the holiday falls on a Monday immediately following the party’s regularly scheduled weekend, that party shall be entitled to keep the Children continuously from 6:00 P.M. on Friday to 6:00 P.M. on Monday. Independence Day shall be from July 4th at noon until July 5th at 9:00 A.M. Halloween shall be from after school on October 31st until 9:00 A.M. on November 1st. Christmas Eve shall be from 6:00 P.M. on December 24th until Noon on December 25th. Christmas Day shall be from Noon on December 25th until 6:00 P.M. on December 26th. New Year’s Eve shall be from 6:00 P.M. on December 31st until 6:00 P.M. on January 1st.
2. **MOTHER’S DAY AND FATHER’S DAY:** On Mother’s Day and Father’s Day, no matter whose weekend it is, the Children shall be with the appropriate parent from 9:00 A.M. until 6:00 P.M.
3. **PARENTS’ BIRTHDAYS:** Each parent shall have the Children on his or her own birthday. If the birthday falls on a weekday, visitation will begin after school and end at 8:00 P.M. If the birthday falls on a Saturday, Sunday, or any other day school is not in session, visitation will begin at 12:00 P.M. and end at 8:00 P.M.
4. **CHILDREN’S BIRTHDAYS:** The parent who does not otherwise have one of the Children on the Child’s birthday shall have both Children for no less than two hours on that birthday.
5. **SUMMER VACATION:** Each parent shall give the other parent written notice of his or her summer vacation plans before March 15th of each year. Summer vacation will be divided evenly between the parents alternating from week to week with the parents exchanging the Children each Sunday at 6:00 P.M. The summer visitation shall begin the first Sunday after the last day of school. The Husband shall have the first week of the summer in even numbered years and the Wife shall have the first week of the summer in odd numbered years. The parent who does not have the Children during a given week will have the children on Wednesday from 3:30 P.M. until 8:30 P.M. In the event either parent plans to travel outside of the United States, the schedule will change so that each parent will have the Children for five consecutive weeks during the summer. When traveling with the Children, each parent shall provide the other parent with the destination, times of departure, method of travel, and a contact number where he or she can be reached. The parties agree that the Children shall not travel out of the country until the summer of 2012.
6. **DROP-OFF:** Neither parent will return the Children early or late from visitation unless the parents have agreed to a different drop-off time in advance.
7. **MEDICAL TREATMENT AND EMERGENCIES:** If either Child becomes seriously ill or injured, each parent shall notify the other parent as soon as possible. Each parent shall contact the other parent prior to obtaining medical treatment for a Child unless there is an emergency.
8. **TELEPHONE/MAIL:** Neither parent shall interfere with telephone, mail, or email contact the other parent has with the Children.
9. **TRANSPORTATION:** The parties agree to share the responsibility for transportation of the Children to and from their home for visitation periods. The parties may use another adult well known to the Children for picking up or dropping off the Children when necessary. Any person transporting the Children may not be under the influence of alcohol or drugs and must be a licensed, insured driver. All child restraint and seat-belt laws must be observed by the driver. Each party agrees to provide his or her own car seats for the Children when required.
10. **SCHOOL WORK:** Each parent shall provide time for the Children to study and complete homework assignments, even if the completion of work interferes with the parent’s plans for the Children. Each parent is responsible for providing the other parent with all of the school assignments, and books for each Child. If attendance at Summer school is necessary for a Child, that Child will attend Summer school, regardless of which parent has the Children during the Summer school period.
11. **EXTRACURRICULAR ACTIVITIES:** Regardless of with which parent the Children are, each Child’s continued participation in extracurricular activities, school related or otherwise, should not be interrupted. Each parent shall be responsible for providing transportation to such activities scheduled during visitation with that parent. Each parent shall provide the other parent with notice of all extracurricular activities, complete with the schedules and the name, address, and telephone number of the activity leader, if available.
12. **OUT-OF-STATE RELOCATION:** If a parent is planning to move out of the State of Maryland, the parents should attempt to agree to a modification of the Children’s schedule. If the parents cannot agree, the parent who is moving shall file a complaint for modification of the custody schedule with the Court.
13. **NOTICE OF CHANGE OF ADDRESS:** Each parent shall give notice to the other parent immediately upon any change of address and/or telephone number, unless protective order has been issued by a court.
14. **CONFLICTS IN SCHEDULE:** In the event of conflicting dates and times, the following is the order of priority: holidays; birthdays; Summer vacation, and school breaks; the regular weekend schedule, and the regular weekday schedule. Visitation will be exercised with both Children together.
15. **COMMUNICATION BETWEEN THE PARTIES:** The parties shall only contact one another, if necessary, to discuss a *bona fide* child-related issue. The parties shall refrain from use of profanity or disparaging statements directed toward the Children, toward the other party, or in front of the Children.
16. **CHILD SUPPORT**

Beginning [date], the [Husband or Wife] shall pay to the [Husband or Wife] the sum of [$], bimonthly. Payments shall be made on the 1st and 15th of each month. The parties shall cooperate to have child support paid through the Child Support Enforcement Administration. Child support shall terminate upon the first of the following to occur: the Child dies, marries, becomes self-supporting, is emancipated, or turns eighteen years of age, except if the Child is still enrolled in secondary school in which case child support shall continue until the Child graduates from secondary school or reaches the age of nineteen, whichever occurs first.

1. **MEDICAL AND DENTAL INSURANCE FOR CHILDREN AND MEDICAL AND DENTAL EXPENSES FOR CHILDREN NOT COVERED BY INSURANCE.**

The parties shall cooperate to continue the Children’s health care coverage through the Maryland Medical Assistance program. The parties shall evenly divide and pay the uncovered medical expenses. This obligation shall include any necessary and reasonable medical, dental, orthodontia, eye care, and hospitalization expenses incurred on behalf of the Child, and any necessary counseling or mental health therapy expenses for the Child which is mutually agreed upon by the parties, with neither party to unreasonably withhold his or her consent. Unless it is not practicable to do so, the health care provider of services to the child shall be a recognized and approved participant under the covering party’s health insurance plan. Unless one party has provided written consent for the other party to utilize services of a health care provider for the Child which is not a recognized and approved participant under the health insurance plan, and except in the event of an emergency, there shall be no obligation for contribution to the uncovered expenses pursuant to this Paragraph. The party who advances payment shall receive prompt reimbursement by the other party after he or she has provided a copy of the bill for services or other proof of the expense.

1. **INCOME TAX RETURNS**

The parties shall begin filing separate tax returns for tax year 2010. Each party shall be responsible for paying his or her own costs associated with filing his or her tax returns. Each party is entitled to all of his or her own tax refund for tax year 2010 and every year thereafter. Husband shall claim the Children as dependents for tax year 2010. In every tax year thereafter, Wife shall claim Eric as a dependent and Husband shall claim Laurie as a dependent.

1. **ALIMONY**

Each party expressly waives alimony; this paragraph shall not be subject to modification by any Court. The parties make such waiver with the advice of counsel and in consideration of both of their own financial positions, and both believe said waiver is fair; both acknowledge their waiver of alimony is voluntarily.

1. **PENSION WAIVER**

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary regarding any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan. Either party shall, within ten days of the request by the other party, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

1. **WAIVER OF RIGHT TO PROCEEDS OF IRA, 401K AND OTHER ACCOUNT OR FORM OF DEFERRED COMPENSATION.**

Each of the parties hereby expressly waives his or her right to the proceeds of any Individual Retirement Account, 401K, or any other account or form of deferred compensation which is owned now or may be owned in the future by the other party, regardless of whether he or she is or may now or in the future be a named beneficiary thereof. Each party expressly waives any expectancy or survivorship interest which he or she has or may have in the future in any Individual Retirement Account, 401K, or any other account or form of deferred compensation which is owned now or may be owned in the future by the other party.

1. **CHILDREN’S COLLEGE FUNDS/SAVINGS**

The parties shall continue to maintain any currently existing college fund/savings account in the primary name of a child. The parties shall cooperate to become co-custodians of said account and neither party shall make any effort to liquidate said account.

1. **PERSONAL AND OTHER PROPERTY**
	1. Each party agrees that all tangible personal property and household chattels presently in his or her possession shall be and remain the sole and exclusive property of that party, free and clear of any interest of the other party.
	2. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.
	3. Husband hereby conveys to Wife all of his right, title, and interest in the following: [car].
	4. Wife hereby conveys to Husband all of her right, title, and interest in the following: [car].
2. **REAL PROPERTY**
	1. The parties own, as tenants by the entireties, improved premises in Baltimore County known as [address] (the “Property”). The parties agree that Husband shall transfer title of the Property to the Wife and in exchange Wife shall accept as her sole responsibility all expenses for the Property, including past due expenses, which include but are not limited to any unpaid and future mortgage payments, any unpaid and future water and utility bills, any unpaid and future real property taxes, any unpaid and future telephone bills, any unpaid and future homeowner’s association fees, and any unpaid and future insurance premiums on the Home and contents. Husband waives any claims that he may have to an interest in the Property. Additionally, Wife waives any claims that he may have against Husband for any maintenance or contribution to the Property. Wife shall be responsible for having a new deed drafted and shall do so on or before [date], and Husband shall execute transfer of title no later than ten days after the deed is prepared. Thereafter the Wife shall hold this property in her name exclusively, and if the home is ever sold, the Wife shall be solely entitled to said proceeds.
	2. An improved property known as [2nd address] (the “2nd Property”) was purchased by Husband during the marriage and is marital property. The 2nd Property is titled to Husband as the sole owner in fee simple. The parties agree that Husband shall maintain ownership of the 2nd Property and shall maintain as his sole responsibility all expenses for the 2nd Property, including past due expenses, which include but are not limited to any unpaid and future mortgage payments, any unpaid and future water and utility bills, any unpaid and future real property taxes, any unpaid and future telephone bills, any unpaid and future homeowner’s association fees, and any unpaid and future insurance premiums on the Home and contents. Wife waives any claims that she may have to an interest in the 2nd Property. Additionally, Husband waives any claims that he may have against Wife for any maintenance or contribution to the 2nd Property. Husband shall be responsible for having a new deed drafted and shall do so on or before [date], and Wife shall execute transfer of title no later than ten days after the deed is prepared. Thereafter the Husband shall hold this property in his name exclusively, and if the home is ever sold, the Husband shall be solely entitled to said proceeds.
3. **DEBTS**
	1. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. Husband shall assume full responsibility for any debts he has incurred and shall indemnify Wife and hold her harmless from any and all liability therefor. Wife shall assume full responsibility for any debts she has incurred and shall indemnify Husband and hold him harmless from any and all liability therefor.
	2. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.
4. **CAR INSURANCE**

The parties shall each pay and maintain the costs of their own car insurance coverage.

1. **MUTUAL RELEASE AND HOLD HARMLESS**

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

1. **INDEMNIFICATION IN CASE OF BREACH**

If either party fails to comply with the provisions of this Agreement or breaches this Agreement, he or she shall indemnify and hold the other party harmless from any such breach, including, but not limited to, reasonable attorneys’ fees. Notwithstanding the foregoing, if any provision of this Agreement is claimed by either party to have been breached, no action may be brought against the other unless the party making the claim of breach has given the other written notice specifying the breach asserted and unless the other has not cured the alleged breach within fifteen days after receiving the written notice.

1. **GROUNDS FOR DIVORCE**

Parties agree that the grounds for divorce are voluntary separation.

1. **COUNSEL FEES; COURT COSTS**

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future, except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

1. **FURTHER ASSURANCES**

The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other thing or act that may be necessary or proper to carry out any part of this Agreement, or to release any rights in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

1. **MISCELLANEOUS**
2. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Code Ann., Family Law § 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.
3. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.
4. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.
5. Notwithstanding any other provisions of this Agreement, each party expressly reserves any right which he or she may have, now or in the future, to receive any Social Security benefits provided by law, whether such benefits derive from his or her own earnings or from this marriage. It is the intention of the parties that this Agreement have no effect whatsoever on their respective rights to receive Social Security benefits.
6. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.
7. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.
8. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.
9. No provision of this Agreement, other than Paragraphs 3 and 4, pertaining to child custody and support, shall be subject to modification by any Court; provided, however, that this shall not preclude the court from revising or reforming any document or instrument executed pursuant to this Agreement, if necessary, in order to carry out the terms and provisions of this Agreement.
10. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.
11. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

**IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement, the date first above written.**

 **(Seal)**

**Witness Wife**

**Date Date**

 **(Seal)**

**Witness Husband**

**Date Date**

S**TATE OF MARYLAND: COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: TO WIT:**

**I HEREBY CERTIFY** that before the undersigned Notary Public personally appeared **KITTY FORMAN**, known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

**AS WITNESS** my hand and Notarial Seal, this  day of  **,**  2010.

 **Notary Public**

**My Commission Expires:**

**STATE OF MARYLAND: COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: TO WIT:**

**I HEREBY CERTIFY** that before the undersigned Notary Public personally appeared **HUSBAND**, known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

**AS WITNESS** my hand and Notarial Seal, this  day of  **,** 2010.

 **Notary Public**

**My Commission Expires:**