

**IN THE SUPERIOR COURT OF DOUGLAS COUNTY
STATE OF GEORGIA**

Petitioner: _____

VS.

Civil Action File No: _____

Respondent: _____

SEPARATION AGREEMENT

This is an Agreement by and between _____ (hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband").

WHEREAS, the parties are married but are currently living in a bona fide state of separation;

WHEREAS, there has/have been _____ child (ren) born as issue of the marriage, to wit:

WHEREAS, the parties desire to settle between themselves all questions of division of property, child custody, visitation, child support, alimony, and all other rights and obligations arising out of their marital relationship;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1.

The parties shall continue to live separate and apart and each shall be free from interference, molestation, authority and control, direct or indirect, by the other, as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

2. CHILD CUSTODY

(Check a, b, or c)

a) The Husband/ Wife shall have the temporary and permanent legal and physical custody of the minor child (ren) born as issue of the marriage.

b) The Husband and Wife shall share joint legal custody of the minor child (ren).

The parties shall share decision-making concerning the children; however, the

Husband/

Wife shall have the right to make the final decision in the event the parties cannot agree.

Primary physical custody of the minor child (ren) shall be with the Husband/ Wife as follows:

Secondary physical custody shall be with the Husband/ Wife as follows:

c) The Husband and Wife shall share joint legal custody and joint physical custody of the minor child (ren).

Physical custody shall be shared by the parties as follows:

The parties shall share decision making concerning the child (ren); however, in the event the parties cannot decide, the Husband/ Wife shall have the final decision concerning

3. CHILD VISITATION

The Husband/ Wife shall have the right of visitation with the minor child (ren) as follows:

OR

as set out in the Visitation Schedule attached hereto and incorporated herein.

4.

The parties agree that the welfare of the child (ren) is of paramount importance and each agrees to foster a feeling of affection between themselves and the child (ren). Neither party shall do anything to hamper the natural development of the child (ren)'s love and respect for the other party.

5. CHILD SUPPORT

In determining child support, based on the Child Support Worksheet, Schedules "A" through "E" attached hereto, and where applicable, Special Interrogatories also attached hereto, the Parties agree as follows:

1. Children for whom support is being determined:

Child	Date of Birth

2. (a) For purposes of calculating child support, the Parties agree that the Custodial Parent

shall be: _____.

(b) For purposes of calculating child support, the Parties agree that the Non-Custodial Parent shall be: _____.

3. (a). The Parties agree as set on Schedule "A", the **gross income of the Father** is: \$ _____

(b). The Parties agree as set on Schedule "A", the **gross income of the Mother** is: \$ _____

4. (a). The Parties agree as set on the "Child Support Worksheet" and Schedule "B", the **Non-Custodial Parent's Adjusted Income** is: \$ _____

(b). The Parties agree as set on the "Child Support Worksheet" and Schedule "B", the **Custodial Parent's Adjusted Income** is: \$ _____

(c) The Parties agree as set on the "Child Support Worksheet" and Schedule "B", the **parties' Total Adjusted Income** is: \$ _____

5. The Parties agree as set by the "Child Support Obligation Schedule Table" and as listed on the "Child Support Worksheet" the **Basic Child Support Obligation** is: \$ _____

6. (a) The Parties agree as set on the "Child Support Worksheet", the **Basic Child Support Obligation of the Custodial Parent** is: \$ _____

(b) The Parties agree as set on the "Child Support Worksheet", the **Basic Child Support Obligation of the Non-Custodial Parent** is: \$ _____

7. The Parties agree that **health insurance** that provides for the health care needs of the child/children (**is/is not**) reasonably available at a reasonable cost. If provided, it will be provided by: _____.

8.(a) The Parties agree as set on the "Child Support Worksheet" and Schedule "D", the **Presumptive Amount of Child Support for the Custodial Parent** is: \$ _____

(b) The Parties agree as set on the "Child Support Worksheet" and Schedule "D", the **Presumptive Amount of Child Support for the Non-Custodial Parent** is: \$ _____

(c) The Parties agree as set on the "Child Support Worksheet" and Schedule "D", the **Presumptive Amount of Child Support due to the Custodial Parent** is: \$ _____

9. The Parties agree that the child receives benefits under Title II of the Federal **Social Security** Act on the obligor's account and the amount the child receives on a monthly basis is: \$ _____

10. The Court has considered the existence of **Special Circumstances** and as set forth in the "Child Support Worksheet" and Schedule "E", has found the following special circumstances marked with an "x" to be present in this case:

- _____ a. High Income (Combined Adjusted Income above \$30K/mo.)
- _____ b. Low Income (either Parent's Gross Income below \$1,850/mo.)
- _____ c. Other Health-Related Insurance (such as dental, vision, etc)
- _____ d. Life Insurance (on the life of either or both parents for the Benefit of the Child/children)
- _____ e. Child and Dependent Care Tax Credit
- _____ f. Travel Expenses (to exercise visitation)
- _____ g. Alimony (not to be deducted from Gross Income, may be considered as a Deviation)
- _____ h. Mortgage (or other shelter, such as providing a home)
- _____ i. Permanent Plan or Foster Care Plan (for third party custody awards)
- _____ j. Extraordinary Expenses
 - _____ 1. Educational Expenses (e.g., expenses associated with special needs education, private school)
 - _____ 2. Special Expenses for Child Rearing in excess of 7% of Basic Child Support Obligation (e.g., summer camp, music or art lessons, travel, school sponsored extracurricular activities such as band, clubs and athletics, and other activities intended to enhance the athletic, social or cultural development of a child)
 - _____ 3. Extraordinary Medical Expenses (of the Child, a Parent, or a Child of a Parent's current family).
- _____ k. Parenting Time
- _____ l. Non-Specific Deviations (other) _____

(b) Based on the Deviations set forth above, the application of the **Presumptive Amount of Child Support would be Unjust or Inappropriate** because: _____

(c) Deviation from the Presumptive Amount of Child Support will serve the **Best Interest of the Child for whom Support is being Ordered** because: _____

(d) Based upon the Deviations set forth above, the **Presumptive Amount of Child Support should be increased/decreased** by: \$ _____

11.(a) The Parties agree as set on the "Child Support Worksheet" the **Final Amount of Child Support for the Custodial Parent** is \$ _____

(b) The Parties agree as set on the "Child Support Worksheet" the **Final Amount of Child Support for the Non-Custodial Parent** is \$ _____

(c) The Parties agree as set on the "Child Support Worksheet" the **Final Amount of Child Support the Non-Custodial Parent shall pay the Custodial Parent** is \$ _____

12.(a) The Parties agree as set on the "Child Support Worksheet" that **Expenses** based on their pro rata responsibility is _____%

Based upon the above findings, the Non-Custodial Parent shall pay Child Support at the **Custodial Parent's allocated Uninsured Health Care Expenses** based on their pro-rata responsibility is _____%

(b) The Parties agree as set on the "Child Support Worksheet" that the **Non-Custodial Parent's allocated Uninsured Health Care**

\$ _____ per _____ to the Custodial Parent, starting on _____, 2007, and continuing until the child/children become 18 years of age, die, marry, or otherwise become emancipated, provided that the Court, in its sound discretion, **directs/does not direct** the Non-Custodial Parent to continue to pay child support for a child who has not previously married or become emancipated, who is enrolled in and attending high school, and who has attained the age of majority before completing his/her high school education, until the child graduates from high school, or until the child attains _____ (not to exceed 20) years of age, whichever first occurs.

All payments of child support shall be paid as follows **(If you have an Income Deduction Order, payments must be paid into the Family Support Registry.):**
(Check 1 or 2)

1) Directly to the Wife/ Husband at the following address:

_____.

No Income Deduction Order will be entered into at this time.

2) To the Family Support Registry pursuant to an Income Deduction Order.
(Make sure to complete the Income Deduction Order packet.)

6. MEDICAL INSURANCE

Wife/ Husband shall maintain a policy of medical, dental, and hospitalization insurance for the benefit of the minor child (ren) for so long as the child support obligation set forth herein exists. Costs not covered under the insurance policy shall be provided as follows:

_____.

The Wife/ Husband shall provide the Wife/ Husband with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with Wife/ Husband in submitting claims under the policy.

7. ALIMONY

(Check a or b)

a) The Wife/ Husband shall pay to the Wife/ Husband as alimony, the sum of _____ Dollars per _____ to be paid _____ beginning on the _____ day of _____, and continuing _____ thereafter until the Wife/ Husband remarries or dies.

b) The parties hereby expressly waive alimony for past, present, and future.

8. DIVISION OF ASSETS

(Check a or b)

a) The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment and other such personalty. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.

b) The parties acknowledge that they possess various items of jointly owned property, which shall be divided as follows:

1) To the Wife **(List on separate sheet)**

2) To the Husband **(List on separate sheet)**

9. DIVISION OF DEBTS

(Check a or b)

a) The parties acknowledge that they have no outstanding joint debts.

b) The parties acknowledge that they have the following joint debts:

Creditor Amount of debt **(List on separate sheet)**

1) The Husband shall be responsible for the following debts: **(List on separate sheet)** and indemnifies and holds the Wife harmless for any collections on those obligations.

2) The Wife shall be responsible for the following debts: **(List on separate sheet)** and indemnifies and holds the Husband harmless for any collection on those obligations.

10.

The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress of any undue influence.

11.

The Agreement constitutes the entire understanding of the parties. There are no representation, warranties, covenants, or undertaking other than those expressly set forth herein.

12.

It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation or to proceed with an action for divorce. However, in the event that either party shall bring or maintain an action for dissolution of the marital relationship, this Agreement shall be presented to the court and incorporated by reference into any judgment or decree concerning the matters provided herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

IN WITNESS WHEREOF, the parties have signed their names, this ____ day of _____, 20____ as to the Wife and this ____ day of _____, 20____ as to the Husband.

Wife

Sworn to and subscribed by me
this ____ day of _____, ____

Husband

Sworn to and subscribed by me
this ____ day of _____, ____

Notary Public

My commission expires _____

Notary Public

My commission expires _____