

**IN THE SUPERIOR COURT OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA  
FAMILY DIVISION**

**Petitioner:** \_\_\_\_\_,

**and**

**Respondent:** \_\_\_\_\_.

**Civil Action File No:** \_\_\_\_\_

**SEPARATION AGREEMENT**

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

WITNESSETH

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

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.

**(Check a, b, or c)**

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

b) The Husband and Wife shall have joint legal custody of the minor child(ren). The parties shall share decision making concerning the children; however the \_\_\_\_\_ 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 \_\_\_\_\_ as follows: \_\_\_\_\_

Secondary Physical custody shall be with the \_\_\_\_\_ as follows: \_\_\_\_\_

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

Physical custody shall be shared by the parties as follows: \_\_\_\_\_

The parties shall share decision making concerning the children; however, in the event the parties cannot decide \_\_\_\_\_ shall have the final decision concerning \_\_\_\_\_

3.

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 and encourage 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.

a) The Husband/Wife shall pay to the Husband/Wife, as support of the minor child(ren), the sum of \_\_\_\_\_ Dollars per week/bi-weekly/semi-monthly/monthly, per child for a total of \_\_\_\_\_ Dollars to be paid per week/bi-weekly/semi-monthly/monthly starting on \_\_\_\_\_, 200\_\_, and continuing per week/bi-weekly/semi-monthly/monthly thereafter until the child reaches the age of eighteen, or so long as the child is enrolled in and attending secondary school not to exceed age 20, marries, dies or becomes otherwise emancipated, and the child support obligation shall be reduced accordingly.

b) The gross monthly income of the father is \_\_\_\_\_.

c) The gross monthly income of the mother is \_\_\_\_\_.

d) In this case child support is being determined for \_\_\_\_\_ children.

The applicable percentage of gross income to be considered is:

<u>Number of Children</u>	<u>Percentage Range of Gross Income</u>
1	17 percent to 23 percent
2	23 percent to 28 percent
3	25 percent to 32 percent
4	29 percent to 35 percent
5 or more	31 percent to 37 percent

Thus, \_\_\_\_\_ percent of \_\_\_\_\_ (gross income of payor) equals \_\_\_\_\_

dollars per month.

e) No special circumstances exist, or the following special circumstances exist and (*check those applicable*):

- Ages of the child(ren).
- A child(ren)-s extraordinary medical costs or needs in addition to accident and sickness insurance, provided that all such costs or needs shall be considered if no insurance is available.
- Educational costs.
- Day-care costs.
- Shared physical custody arrangements, including extended visitation.
- A party's other support obligations to another household.
- Income that should be imputed to a party because of suppression of income.
- In-kind income for the self-employed, such as reimbursed meals or a company car.
- Other support a party is providing or will be providing, such as payment of a mortgage.
- A party's own extraordinary needs, such as medical expenses.
- Extreme economic circumstances including but not limited to:
  - 1) Unusually high debt structure; or
  - 2) Unusually high income of either party or both parties, which shall be construed as individual.
- Historical spending in the family for child(ren) which varies significantly from the percentage table.
- Considerations of the economic cost-of-living factors of the community of each party, as determined by the trier of the fact.
- In-kind contribution of either parent.
- The income of the custodial parent.
- The cost of accident and sickness insurance coverage for dependent children included in the order.
- Extraordinary travel expenses to exercise visitation or shared physical custody.
- Any other factor which the trier of fact deems to be required by the ends of justice, as described below:
  
- Because of these special circumstances child support is based on \_\_\_\_\_ percent of payor's gross income which equals \_\_\_\_\_ Dollars per month.

If you require materials in alternate format, please notify the Family Law Information Center as soon as possible.

f) 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.)**

1) Directly to 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.

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

7.

(Check a or b)

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

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

8.

(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.

If you require materials in alternate format, please notify the Family Law Information Center as soon as possible.

b) The parties acknowledge that they possess various items of jointly owned property,

which shall be divided as follows:

1) To the Wife

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

2) To the Husband

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

9.

(Check a or b)

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

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

Creditor	Amount of debt
_____	_____
_____	_____
_____	_____
_____	_____

1) The Husband shall be responsible for the following debts:

\_\_\_\_\_

and indemnifies and holds the Wife harmless for any collections on those obligations.

2) The Wife shall be responsible for the following debts:

\_\_\_\_\_

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 or any undue influence.

11.

The Agreement constitutes the entire understanding of the parties. There are no representations, 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 \_\_\_\_\_, \_\_\_\_\_ as to the Wife and this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as to the Husband.

\_\_\_\_\_  
Wife

Sworn to and subscribed before me this  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

\_\_\_\_\_  
Husband

Sworn to and subscribed before me this  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: