(NAME OF CLIENT)

-with-

(NAME OF SPOUSE)

SEPARATION AGREEMENT

(date)

Sample

Sample

(ADAPT TO CONFORM TO ACTUAL AGREEMENT OF THE PARTIES)

AGREEMENT BETWEEN (insert names of parties)

I N D E X

ARTICLE NO. TITLE

Preamble and Recitals.....

I Separate Residence .....

II No Molestation.....

III Separate Ownership .....

IV Mutual Release and Discharge of General Claims .....

V Responsibility for Debts .....

VI Mutual Release and Discharge of Claims in Estates .....

VII Custody and Visitation.....

VIII Support and Maintenance of the Wife and Children .....

IX Additional Support.....

X Marital Residence .....

XI Life Insurance .....

XII Emancipation .....

XIII Division of Property.....

XIV Legal Representation .....

XV Full Disclosure.....

XVI Possible Invalidity.....

XVII Independent Covenants.....

XVIII Reconciliation and Matrimonial Judgments .....

XIX Modification and Waiver .....

XX Legal Interpretation.....

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Sample

XXI Income Tax Returns .....

XXII Wife's Independent Income .....

XXIII Change of Address .....

XXIV Implementation .....

XXV Religious Divorce .....

XXVI Entire Understanding .....

Signature Page and Acknowledgments.....

Sample

Sample

(PREAMBLE)

P-1 AGREEMENT made this _____ day of _____, 20__, between _____, (social security number _____), residing at _____, (hereinafter referred to as "Wife" and/or "Mother") and _____, (social security number _____), residing at _____, (hereafter referred to as "Husband" and/or "Father"),

(RECITALS)
WITNESSETH:

P-2 WHEREAS, the parties were duly married to each other in a (religious / civil) ceremony at _____ on _____, and

(CHILDREN)

P-3 WHEREAS, there is one (are ____) child(ren) of the marriage, namely: _____, born on _____, social security number _____, and _____, born on _____, social security number _____; and there are no expected additional children of the marriage and

(NO CHILDREN)

P-4 WHEREAS, there are no children of the marriage, and there are no expected children of the marriage, and

(PARTIES SEPARATED)

P-5 WHEREAS, certain unhappy and irreconcilable differences have arisen between the parties as a result of which they [intend to live separate and apart / have separated and are now living separate and apart] from each other, and

(ACTION PENDING)

P-6 WHEREAS, a matrimonial action is now pending between parties in the Supreme Court of the State of New York, County of _____, under the index number _____, and

WHEREAS, the parties desire to resolve certain issues of said action and to confirm their [intended separation / separation] and to fix their respective financial and property rights, support rights and all other rights, privileges and obligations and matters with respect to each other rising out of the marital relationship and otherwise,

(NO ACTION PENDING)

P-7 WHEREAS, the parties desire to confirm their [intended separation / separation] and to fix their respective financial and property rights, the care and custody of the

Sample
Sample

children, visitation and all their rights, privileges and obligations and matters with respect to each other arising out of the marital relationship and otherwise,

P-8 NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

SEPARATE RESIDENCE

Except as may otherwise be expressly set forth herein, it is, and shall be, lawful for the parties at all times to live separate and apart from each other and to reside from time to time at such places as each may see fit and to contract, carry on and engage in any employment, business or trade, which either may deem fit, free from control, restraint, or interference, direct or indirect, by the other in all respects as if unmarried.

ARTICLE II

NO MOLESTATION

Neither party shall in any way molest, disturb, trouble or interfere with the peace and comfort of the other or compel or seek to compel the other to associate, cohabit or dwell with him or her by any action or proceeding for restoration of conjugal rights or by any means whatsoever. Neither party shall directly or indirectly make statements to each other or to any other persons, which are derogatory of the other party.

ARTICLE III

SEPARATE OWNERSHIP

Except as otherwise expressly set forth herein, each party shall own as his or her separate property, free of any claim or right of the other, all of the items of property, real, personal and mixed, of any kind, nature or description and wheresoever situated, which are now in his or her name, control or possession, with full power to dispose of the same as fully and effectually in all respects and for all purposes as if unmarried.

ARTICLE IV

MUTUAL RELEASE AND DISCHARGE OF GENERAL CLAIMS

Except as otherwise expressly set forth herein, each party hereby remises, releases and forever discharges the other from all causes of action, rights and demands whatsoever, in law and in equity, known and unknown, past, present and future, which each party ever had, or now or hereafter may have, against the other, including (without limitation) claims arising out of the wrongful death of the other party and arising out of the marital relationship and all claims with respect to all separate property and all marital property as those terms are used in Domestic Relations Law § 236 and arising out of the marital relationship, except any cause of action for divorce, annulment or separation and any defenses thereto or any cause of action arising out of or in connection with the breach of this agreement.

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ARTICLE V

RESPONSIBILITY FOR DEBTS

(a) Except as otherwise expressly set forth herein, the Wife represents and agrees that she has not heretofore, nor will she hereafter, incur or contract any debt, charge, obligation or liability whatsoever for which the Husband is or may become liable, except for those items specifically set forth on Schedule A hereof, which said items on Schedule A the Husband agrees to pay promptly. The Wife agrees to indemnify and hold the Husband harmless of all loss, expenses (including but not limited to reasonable attorneys' fees) and damages in connection with or arising out of a breach by the Wife of her foregoing representation and agreement. The parties acknowledge that said debts for which the Husband is liable were incurred for the support and maintenance of the family in accordance with their living standard and that they are not properly dischargeable in any bankruptcy or insolvency proceeding.

(b) Except as otherwise expressly set forth herein, the Husband represents, and agrees that he has not heretofore, nor will he hereafter incur or contract any debt, charge, obligation or liability whatsoever for which the Wife is or may become liable and that he shall assume and be solely liable for all liabilities and obligations for which the parties are or may be jointly liable. The Husband agrees to indemnify and hold the Wife harmless of all loss, expenses (including reasonable attorneys' fees) and damages in the event that a claim is made upon the Wife for the payment of any of the items set forth on Schedule A hereof or in connection with or arising out of a breach by the Husband of his foregoing representation and agreement.

SCHEDULE A

(Write "NONE" if no debts are to be paid by Husband.)

ARTICLE VI

MUTUAL RELEASE AND DISCHARGE OF CLAIMS IN ESTATES*

Except as otherwise herein expressly set forth, each party hereby irrevocably releases, waives and relinquishes all present and future rights under the present or future laws of any jurisdiction or under any will or testamentary writing or testamentary substitute now or hereafter in existence to share in and to act as executor or administrator or trustee or other fiduciary or, without limitation, in any capacity or for any reason whatsoever with respect to the other party's estate by reason of any right which may now or hereafter exist, except as contained in a writing made subsequent to the date hereof and expressly naming the other party. This provision shall constitute a mutual waiver by each party to take under any existing will or testamentary writings of the other and to take against each other's will or testamentary writings, now or hereafter in force, under the present or future laws of any jurisdiction, and without limiting the foregoing, to relinquish all rights in and to each other's estate including but not limited to all rights of dower and curtesy and any similar rights. However, the foregoing shall not bar a claim on the part of either party for any cause arising out of a breach of this agreement during the lifetime of the deceased party against whose estate such a claim may be made, in addition to any other remedies which may be available.

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ARTICLE VII

CUSTODY AND VISITATION (OPTION A)

(Use following only if children are older and make their own plans of visitation)

(a) The Mother* shall have custody of each child of the parties, and she* is hereby granted their exclusive supervision, control and care, subject to the right of the Father* to visit with the children* as he* shall arrange with them on reasonable prior notice to the Mother.*

CUSTODY AND VISITATION (OPTION B)

(a) The Mother* shall have custody of each minor child of the parties, and she* is hereby granted exclusive supervision, control and care, subject to the rights of visitation of the Father* as set forth at the foot of this Article. The provisions of this Article shall apply to each of the children of the parties.

(b) The parties acknowledge that a child's wishes are to be considered in connection with the exercise by the Father* of his visitation rights, and the Mother* agrees that she* will encourage the child in anticipating periods of visitation with the Father.*

(c) Each party agrees to keep the other reasonably informed of the whereabouts of the child, and agrees that if either of them has any knowledge of any serious illness or accident or other circumstances affecting the child's health or general welfare, prompt notice thereof will be given to the other of such circumstances. If either party travels with the child, a detailed itinerary shall be provided to the other party a reasonable time prior to the travel.

(d) Although the parties acknowledge that nothing herein contained shall be construed as an obligation to exercise rights of visitation, nevertheless they acknowledge the need for planning activities for the child and further acknowledge that disappointing the child may have serious, adverse effects upon the child. Accordingly, the Father* agrees that on all occasions when he* does not plan to exercise his rights of visitation or that he* will be early or late in so doing or intends to return the child at an earlier or later hour, he* will give to the Mother* as much advance notice as reasonably possible in order that she* may make appropriate plans for the child; and if as a result of the Father's* failure to exercise his visitation rights as planned, the Mother* has incurred child care expenses because of her plans in reliance of the Father* exercising his rights, the Father* shall pay for those child care expenses.

(e) Each party shall exert every reasonable effort to maintain free access and unhampered contact between the child and the other party and to foster a feeling of affection between the child and the other party. Neither party shall do anything which may estrange the child from the other party or injure the child's opinion as to the other party or which may hamper the free and natural development of the child's love and respect for the other party.

* Change as appropriate.

Sample
Sample

(f) Each party covenants, represents and warrants not to cause the child at any time to be known or identified or designated by any name other than the child's present name, which is John Henry Doe,* and each party covenants, represents and warrants not to initiate or permit the designations of the "Father" and/or "Mother" or their equivalents to be used by the child or others with reference to a person other than the parties hereto.

(g) The parties shall consult with each other in advance and in good faith with respect to the child's education, extracurricular activities, religious training, summer camp selection, illness and operations (except in emergencies), health, welfare, and other matters of similar importance affecting the child, whose well-being, education and development shall at all times be the paramount consideration of the parties. Extracurricular activities shall not be scheduled to occur during the parenting time of the other parent without the prior consent of the other parent, which consent will not be unreasonably withheld.

(h) In the event of serious illness of the child at any time, the other party shall have the right of reasonable visitation with the child at the place of confinement.

(i) On occasions of visitation the Mother* shall provide the Child with adequate and appropriate clothing and apparel, which shall be returned in good condition.

(j) It is the Father's* intention to exercise fully his* right of visitation as herein provided, but the failure to exercise his* right on any particular occasion shall not be deemed or construed to constitute a waiver of his rights hereunder. Any change in visitation arrangements shall be made by the parties to each other and not through the child.

(k) Each parent hereby authorizes the other parent to complete, detailed information from any school and other educational institution, any pediatrician, physician, dentist, consultant, specialist or professional attending the child and to obtain all reports available from them. This provision shall constitute authority to any institution, educator, counselor, health and other professional and facility to release and provide such information.

(l) When exercising visitation rights, the Father* shall pick the child up at the residence of the Mother* and shall return the child thereto at the termination of such period, unless the parties shall expressly agree to the contrary for each occasion. All visitation shall take place away from the residence of the Mother*, and the Father* shall not enter the said residence except with the prior consent of the Mother* (not the child) in each instance.

(m) The Mother* shall not remove the permanent residence of the child beyond a radius of fifty (50)* road miles from the child's present residence without the prior, written consent of the Father.* In the event that the Father* shall not give his* consent, the Mother* shall obtain the consent of the Supreme Court or the Family Court of the State of New York, Nassau* County, by application (order to show cause) on not less than twenty (20) days' prior notice to the Father.* If the Mother* shall remove the residence of the child beyond said radius without the consent of the Father* or of the Court, said failure shall entitle the Father* to pursue all available remedies under the circumstances.* [Add if applicable: This paragraph shall not apply and shall be deemed deleted from this agreement if the Father* removes his permanent residence beyond the said radius.]

Sample
Sample

* Change as appropriate.

Sample

Sample

SCHEDULE OF THE FATHER'S PARENTING RIGHTS*

1. Saturday* from 9 a.m.* to 10 p.m.* each week provided that said visitation does not interfere with organized school activities or with religious school or other religious activities on the part of the child.

2. On the first full weekend of each month (that is, when both Saturday and Sunday are within the calendar month), and the third full weekend each month, commencing on Friday at 6 p.m. and terminating on Sunday at 10 p.m.

3. Two consecutive or nonconsecutive weeks (at the Father's election) during each school summer vacation period, provided that the Father is not then working and provided that he gives notice to the Mother of the weeks selected by him not later than April 15th of that year and provided that said visitation period will not interfere with the child's summer camp or summer school, it being understood that the Father and Mother will endeavor in good faith to arrange the summer visitation bearing in mind the requirements of the Father and the planned activities of the child and of the Mother. For two consecutive or nonconsecutive weeks during each school summer vacation period which do not conflict with the weeks as selected hereunder by the Father,* the Mother* shall have the right to take the child away from her residence, in which event the rights of the Father* to visit with the child under paragraphs 1 and 2 hereof shall not be exercised. A "week" shall be construed in this Article to begin at 6:00 p.m. on Friday and end at 7:00 p.m. on Sunday of the next succeeding weekend.

4. Martin Luther King, Jr. Day, Memorial Day, Labor Day and Veterans' Day in odd-numbered years and President's Day, Columbus Day, Veteran's Day and Independence Day in even-numbered years, said visitation to commence at 9 a.m.* and to terminate at 10 p.m.*

5. On Father's Day each year from 9 a.m.* to 10 p.m.;* and on the child's birthday for not less than three hours, said times to be arranged so that they will not interfere with the child's education or other birthday activity; and the Father's birthday for not less than three hours* at such times when the Father is not then working, said times to be arranged in good faith so that they will not interfere with the child's education.

6. Winter school recess and Christmas school vacation periods in odd-numbered years, and Easter and Thanksgiving school recess in even-numbered years, said visitation to commence at 6 p.m.* on the last day of school immediately preceding such school holiday and terminating at 10 p.m.* on the last day of the school vacation period. If the Father should determine to exercise the foregoing rights of visitation for less than the entire school vacation period, he may do so provided he gives the Mother (reasonable prior notice) (60 days' prior notice) before commencement of the visitation period of the days which he has selected for the visitation and the same does not interfere with the Mother's plans.

* Change as appropriate.

Sample
Sample

7. Notwithstanding the foregoing, there shall be no visitation under paragraphs 1 and 2 hereof during the above-named holidays and school recesses at times when the Father has no parenting rights during those holidays and school recesses, and there shall be no parenting time by of Father on Mother's Day and on the Mother's birthday.

8. Such other or different times as the parties may hereafter agree.

(Add the following if parties observe Jewish holy days; be careful to avoid conflicts with visitation rights in par. 6)

9. The first, third, fifth and seventh nights of Chanukah and the first night of Rosh Hashanah and the first night of Passover in odd-numbered years and the second, fourth, sixth and eighth nights of Chanukah and the second night of Rosh Hashanah and the second night of Passover in even-numbered years between 5 p.m. and 11 p.m., and the Yom Kippur holy days from 5 p.m. on Yom Kippur Eve through the following 6 p.m. on Yom Kippur in odd-numbered years.

ARTICLE VIII

SUPPORT AND MAINTENANCE OF THE WIFE AND CHILDREN

(SUPPORT) (OPTION A)

(Use the Following Only if Maintenance is Waived Forever)

Taking into consideration all relevant facts and circumstances, including but not limited to the financial employment and employment potential of each party, and in reliance upon the distribution of marital property herein,* neither party seeks nor requires any maintenance or support from the other, now or in the future. Therefore, no provision for the support of either party is made herein.

(SUPPORT) (OPTION B)

(Use the Following Only if Maintenance is Waived Only for the Time Being)

Taking into consideration all presently existing relevant facts and circumstances including but not limited to the financial circumstances of the parties, and in reliance upon the distribution of marital property herein,* neither party seeks nor requires any maintenance or support at the present time, and therefore no provision for said support is made herein. However, the Wife* does not waive her right to support (or the Husband's* obligation to provide the same) if in the future the financial circumstances of the parties shall warrant such a provision pursuant to then existing law.

* Change as appropriate.

Sample
Sample

(MONTHLY PAYMENT) (OPTION C)

(a) The Husband, during his lifetime, shall pay to the Wife for her support and maintenance the sum of $_____ per month, in advance, on the first day of each month commencing on the first month after the date hereof and continuing until the earliest happening of any of the following events: (i) the death of the Wife; or (ii) the remarriage of the Wife, as "remarriage" is hereinafter defined; or (iii) the date of _____.

(Use for Unequal Child Support Payments Per Child as Each Child is Emancipated)

(b) In addition to the foregoing, the Husband shall pay to the Wife for the support and maintenance of their children the sum of $_____ per month for four unemancipated children or $_____ per month for three unemancipated children or $_____ per month for two unemancipated children or $_____ per month for one unemancipated child, in advance, commencing on the first day of the month after the date hereof and continuing on the first day of each month thereafter until the emancipation of each child (as "emancipation" is hereinafter defined).

(WEEKLY PAYMENTS) (OPTION D)

(a) The Husband during his lifetime shall pay to the Wife as and for her support and maintenance the sum of $_____ per week, in advance, commencing on the first Friday after the date hereof and continuing until the earliest happening of any of the following events: (i) the death of the Wife; or (ii) the remarriage of the Wife, as "remarriage" is hereinafter defined; or (iii) the date of _____.

(b) **In addition to the foregoing, the Husband during his lifetime shall pay to the Wife as and for the support and maintenance of two unemancipated children of the parties the sum of $_____ per week, and for one unempancipated child the sum of $_____ per week, in advance, commencing on the first Friday after the date hereof and continuing until the emancipation of each respective child, as "emancipation" is hereinafter defined.

(TAX CONSEQUENCES OF MAINTENANCE)

(c) The parties acknowledge that under present law payments by the Husband to the Wife for her support and maintenance will constitute taxable income to the Wife and a tax deduction to the Husband, and the sums indicated herein have been computed with said tax consequences in mind and in consideration of the relative tax burdens and benefits upon the parties based upon the respective present and projected incomes of the parties.

** Because this provision deviates from the Child Support Standards Act, the reasons justifying the deviation must be explained in paragraph (h) *infra*.

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However, if the aforesaid support payments should be or become no longer fully tax deductible to the Husband (or not used to reduce his gross income by the full amount of said payments), appropriate adjustments shall be made so that the after-tax burden of payments by the Husband shall be equivalent to his burden as though said payments were tax deductible by the Husband.*

(METHOD OF PAYMENT)

(d) All payments by the Husband to the Wife under this agreement shall be made by check or money order and forwarded to the Wife at her residence or at such other place and/or in such other manner for which she shall have given the Husband prior, written notice so that they are received on or before the due date. No payments and no messages between the parties shall be made to or delivered by a child of the parties.

(CESSATION OF PAYMENTS) (OPTION E (e)(1))

(e) Upon the happening of any event which shall result in the change or cessation of any payments to the Wife hereunder, said change or cessation shall be effective as of the date of such event with an appropriate apportionment for the payment (if any) for that (month / week). The Wife shall have the affirmative duty to advise the Husband promptly of any event that shall have caused a change or cessation of payments under this agreement. [Add if applicable: Any payments made by the Husband after the said date of cessation of payments shall be promptly refunded to him.]

(CESSATION OF PAYMENTS) (OPTION E (e)(2))

(e) Upon the happening of any event which shall result in the change or cessation of any payment to the Wife hereunder, said change or cessation shall be effective as of the next payment date following that event. Any excess payments made after the date of such change or cessation shall be promptly refunded to the Husband.

(DEFINITION OF "REMARRIAGE") (OPTION E (f)(1))

(f) "Remarriage of the Wife" as used everywhere in this agreement shall be deemed a remarriage of the Wife, regardless of whether said remarriage shall be void or voidable or terminated by divorce, annulment or otherwise and shall be deemed to include circumstances whereby the Wife shall habitually live with an unrelated person in a conjugal type relationship, regardless of any financial contribution or benefit to the Wife or for her benefit by such other person or to or for the benefit of such other person by the Wife.

* Change as appropriate.

Sample
Sample

(DEFINITION OF REMARRIAGE) (OPTION E (f)(2))

(f) "Remarriage of the Wife" as used everywhere in this agreement shall be deemed a remarriage of the Wife, regardless of whether said remarriage shall be void or voidable or terminated by divorce, annulment or otherwise and shall also be deemed to include circumstances contemplated by Domestic Relations Law § 248 as it presently exists and as it may hereafter be amended.

(DEFINITION OF REMARRIAGE) (OPTION E (f)(3))

(f) "Remarriage of the Wife" as used everywhere in this agreement shall be deemed a remarriage of the Wife, regardless of whether said remarriage shall be void or voidable or terminated by divorce, annulment or otherwise and shall also be deemed to include circumstances whereby the Wife shall habitually live with an unrelated person in a conjugal type relationship (irrespective of whether or not they hold themselves out as such and irrespective of any financial benefits provided by one of the persons to the other) for a continuous period of 90 days or for a period or periods of time aggregating l80 days or more on a non-continuous, or interrupted, basis in any 18-month period.

(RELIANCE ON MARITAL PROPERTY DISTRIBUTION)

(g) The provisions herein for support and maintenance of the Wife* and children have been determined in reliance upon the timely division and full distribution of marital property as hereafter provided in this agreement. The parties acknowledge that her* receipt of said distribution of marital property is necessary for her to maintain a proper living standard for herself* and the children and that she* requires and will rely upon said distribution of marital property for her* support and maintenance and that of the children.

(CHILD SUPPORT STANDARDS ACT) (OPTION (h)(1))

(h) The parties have been advised of the Child Support Standards Act (the "Act") and all of its provisions, which set forth guidelines for child support obligations, and acknowledge that said Act has been fully explained to their satisfaction by their respective attorneys. With said knowledge and understanding of the Act and in reliance of all of the payments required to be made by the Husband* to the Wife* under this agreement, the parties have voluntarily entered into this agreement, which contains the provisions for child support as set forth herein. More particularly, the parties acknowledge that the Act presumptively sets the needs of the five* children of the parties at 35%* of their combined parental income up to $141,000** per year and said percentage and/or an additional discretionary sum for combined parental income over $141,000** per year.

* Change as appropriate.

** Change as appropriate.

Sample
Sample

The Husband's net child support income for the purposes of the Act is $90,000,* and the Wife's said income is $30,000,* thereby making total parental income in the sum of $120,000.* Based upon the said parental income and applying the percentage requirements of the Act, the total child support obligation of the Husband to the Wife based upon the percentage formula is $2,625* per month. Because (1) the Wife will have income by virtue of the maintenance payments herein in the sum of $200* per week to be paid to her by the Husband* for the next 13 years* (which is beyond* the latest date of the emancipation of all of the children); and (2) the Husband has provided in this agreement to pay or transfer to the Wife assets having a value in excess of $300,000* with the expectation that most of those assets will produce income for the support of the Wife* and her contribution to the support of the children; and (3) the Husband has agreed further to pay for* medical insurance and uninsured medical expenses for the children and for their religious education, summer camps (or equivalent summer activity) and for their recreational, sports and hobby expenses,* all as set forth in this agreement; and (4) in consideration of the other provisions of this agreement, all of which ensure to the benefit of the Wife* and the children, the parties recognize that the Husband* has made ample provision for all of the actual and foreseeable needs of the children and has met or exceeded the sums required under the Act and is in compliance with the Act. The parties are aware of the availability of child support enforcement services under DRL § 240(1)(a). The parties, by this agreement, have chosen a method of support payment other than income deduction.

(SUPPORT MODIFICATION)

(i) The parties are aware of Domestic Relations Law § 236 Part B (7)(d) which provides that a child support order may be modified if: (i) there has been a substantial change in circumstances; or (ii) three years have elapsed since the order was last entered, modified or adjusted; or (iii) there has been a change in either party's gross income by fifteen percent or more since the order was last entered or adjusted.

* Change as appropriate.

** Change as appropriate.

Sample

Sample

(CHILD SUPPORT STANDARDS ACT) (OPTION (h)(2))

(h) The parties have been advised of the Child Support Standards Act (the "Act") and all of its provisions and acknowledge that the Act has been fully explained to their satisfaction by their respective attorneys. With said knowledge and understanding of the Act, the parties have voluntarily entered into this agreement containing the provisions for child support as set forth herein. More particularly, the parties acknowledge that the Act presumptively sets the needs of the two* children of the parties at 25%* of combined parental income up to $141,000** per year and said percentage and/or an additional discretionary sum for combined parental income over $141,000** per year. Because the Husband claims a present income of $150,000* per year and the Wife has no income,* their combined parental income for the purposes of the Act exceeds $141,000** per year. Based upon the combined annual parental income of $150,000* per year, the child support payments required under the Act pursuant to the percentage formula to be paid by the Husband to the Wife as to the first $141,000** of combined annual parental income is the sum of $3,125 per month,* plus either the further sum of $416.67 per month* and/or a discretionary sum based upon annual parental income over $141,000** per year. Under the provisions of this agreement the Husband's obligation to the Wife for child support is the periodic sum of $3,125 per month* for two* unemancipated children or $2,125 per month* for one unemancipated child, plus his obligations to pay or contribute to medical insurance,* medical expenses,* college expenses* and other items of expense for the benefit of each child. By reason of the foregoing, the obligations of the Husband under this agreement comply with the requirements of the Act. The parties, by this agreement, have chosen a method of support payment other than an income deduction. [Add if applicable: The parties have opted out of the provisions of DRL § 236 Part B7(d) (ii) and (iii) and Family Court Act § 451(2)(b)(ii) and (iii).]

* Change as appropriate.

** Change as appropriate.

Sample

(SUPPORT DEPENDENT UPON PROPERTY DISTRIBUTION)

(i) The parties acknowledge that the provisions in this Article and other Articles in this agreement relating to maintenance and support are dependent upon the actual distributions and payments for the division of marital property as hereafter provided and that the Wife will necessarily depend upon receipt of said assets and payments in order to maintain a proper standard of living, that failure to receive said assets and payments will seriously impair said standard and that the provisions for maintenance and support would have been significantly higher but for the reliance of the Wife upon receipt of said assets and payments. Accordingly, the Husband acknowledges that in the event of any bankruptcy or insolvency proceedings, said distribution and payments should properly be recognized as nondischargeable obligations and should survive any such proceeding in order to carry out the intentions and agreement of the parties herein, and he shall not take any position to the contrary. If, by reason of any bankruptcy or insolvency proceeding by or against the Husband, the Wife shall not receive on a timely basis the assets and/or payments provided under this agreement, the maintenance payments in amount and duration shall be subject to an upward modification; or if there are no such maintenance payments then due, maintenance payments shall be established in amount and duration to compensate the Wife for any loss she shall have suffered as a result of the said bankruptcy or insolvency proceeding.

ARTICLE IX

ADDITIONAL SUPPORT

(MEDICAL EXPENSE) (OPTION (a)(1))

(a) In addition to the support provided in Article VIII hereof, the Father agrees during his lifetime to furnish at his own expense Blue Cross,* Blue Shield* and major medical insurance (or their equivalent) with the broadest coverage available and with the minimum deductible provision for the benefit of the Wife until the earlier of her death or remarriage and for the benefit of each child of the parties until emancipation. The Father shall pay for all reasonable, uninsured medical expenses of each unemancipated child, provided that he shall have given his prior consent for said expenses, which consent will not be unreasonably withheld (unless medical treatment is required in such short time or under circumstances that it is impossible or impractical to obtain said prior consent). "Medical expenses" shall include but are not limited to reasonable medical, dental, orthodontic and psychotherapy expenses and prescription drug expenses and reasonable costs of prescription eyeglasses.*

* Change as appropriate.

Sample

(MEDICAL EXPENSES) (OPTION (a)(2))

(a) In addition to the support provided in Article VIII hereof, the Father during his lifetime shall furnish at his own expense Blue Cross and Blue Shield insurance (or their equivalent) as is presently provided to him by his employer or by any subsequent employer (or similar benefits if he is not employed) and major medical insurance as presently carried by him, for the benefit of each child of the parties until emancipation and shall share all reasonable, uninsured medical expenses of each child of the parties, as hereinafter limited. The Mother shall advise the Father of any medical insurance which may be furnished to her by an employer in order that the Father need not duplicate coverage of the child. If the Mother is required to pay for said coverage of the child, the Father may elect either to: (i) utilize said coverage for the child and shall promptly pay for or reimburse the Mother for said expense; or (ii) provide his own coverage. Only "in plan" medical providers shall be used, unless the parties consent otherwise, which consents will not be unreasonably withheld. For copays and uninsured medical expenses, the parties shall share said costs in each calendar year by the Mother paying the first $250* in the aggregate for all unemancipated children and by the Father paying all of the excess uninsured costs provided that he shall have given consent for said expenses, which consent will not be unreasonably withheld (unless medical or dental treatment is required in such short time or under circumstances that it is impossible or impractical to obtain said consent). "Medical expenses" shall mean* reasonable medical, dental, orthodontic and psychotherapy expenses and prescription drug expenses and the reasonable costs of prescription eyeglasses, but shall not include uninsured costs for cosmetic surgery (not caused by accident or illness) unless both parties consent thereto.

(MEDICAL INSURANCE FORMS)

(b) Each party agrees to fill out, execute and deliver promptly to the other party all forms and provide all information in connection with any application for reimbursement of medical, dental and drug expenses under any insurance policies which either party may have. If either party shall have advanced moneys for said expenses which are covered by insurance and for which a recovery is made for insurance claims filed for said expenses, the payment by the insurance carrier shall belong to the party so advancing said moneys, and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over to the party so advancing the said moneys. All such checks and drafts shall be promptly delivered so that the proceeds may be promptly disbursed to the party entitled thereto.

(MEDICAL INSURANCE COMPLIANCE)

(c) The Father will furnish to the Wife promptly upon her request documentation and other proof of his compliance with the provisions of this Article, and the Wife, in addition, is hereby authorized to obtain direct confirmation of compliance or noncompliance from any insurance carrier, union or employer. The parties are aware of the provisions of Domestic Relations Law § 255.

* Change as appropriate.

Sample

(c-1) The Wife is aware that upon entry of a judgment of divorce she will no longer be covered by the Husband's health insurance plan and that she will be responsible for her own health insurance coverage and may be entitled to purchase health insurance on her own and at her own expense through a COBRA option, if available.

(RELIGIOUS EXPENSE)

(d) The Father agrees to pay for or contribute promptly to the religious education of each of the children of the parties (and membership dues, payments, fees and assessments, if required for said education) to the maximum extent of $_____ per year for each child for each year commencing with the date of this agreement and until the child's confirmation or until the child shall have attained the age of 15 years* or until the child is emancipated, whichever event is earliest.

(SUMMER ACTIVITY EXPENSE) (OPTION (e)(1))

(e) The Father shall promptly pay for or contribute to the cost of attendance by each of the children of the parties at summer camp to the maximum extent of $_____ per calendar year for each child for each year after the date of this agreement and until the child has reached the age of l5 years* or is sooner emancipated.

(SUMMER ACTIVITY) (OPTION (e)(2))

(e) The Father shall pay promptly two-thirds* of all reasonable expenses for the tuition, fees, transportation and outfitting of each of the unemancipated children at a summer camp, or for summer or organized vacation travel or similar summer or vacation activity, if the child desires to pursue that activity, provided that the parties consent thereto, which consents will not be unreasonably withheld. The Mother shall pay promptly the remaining one-third* of said expenses. The Mother agrees to consult in advance with the Father regarding each such activity and to consider such suggestions and comments which he deems shall be in the best interests of the child. In no event will the Father be required to pay for any of the said expenses incurred for the participation of the Mother in said camp or other activity or activities.

(TUTORING EXPENSE)

(f) If a child of the parties has been recommended by a teacher, guidance counselor or other education advisor or administrator to obtain tutoring help with respect to any academic lessons or courses, the Father shall pay promptly for one-half* of the reasonable cost of said tutoring, and the Mother shall pay for the other one-half* of said cost.

* Change as appropriate.

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(COLLEGE EXPENSES) (OPTION (g)(1))

(g) Each party shall contribute to the reasonable expenses of the college education of each unemancipated child who desires to attend college on a full, daytime basis and is matriculated in a course of study leading to an undergraduate degree at an accredited college or university, provided, however, that both parties shall approve of the educational institution, course of study and living arrangements, which approvals shall not be unreasonably withheld. Each party shall contribute to reasonable college expenses and shall be responsible for any college loans in proportion to his and her respective net taxable incomes* computed for federal income tax purposes for the calendar year immediately preceding the commencement of the school year in question. Each party shall encourage the use of financial aids, grants, loans and scholarships to help defray expenses and shall cooperate with each other and the child toward that end. In the event that a child is in college or university attendance, the periodic child support payable to the Mother under this agreement shall not be affected in any way until the emancipation of the child.* The educational expenses referred to in this subparagraph shall include but not be limited to application and testing fees, review courses for entrance tests, room, board, tuition, university and activity fees, the cost of a computer, required books, materials and supplies, reasonable transportation, reasonable spending allowances and incidental expenses.* [Add if appropriate: Notwithstanding the foregoing, to the extent that the Father has actually paid out of his income for room and/or board at a college facility for the child, he shall be entitled to a credit, dollar for dollar, for the sums thus paid against his obligation for child support as herein provided.]

(COLLEGE EXPENSES) (OPTION (g)(2))

(g) The Father shall pay for the reasonable college expenses of each unemancipated child, provided that the child is in full-time day attendance on a continuous basis with reasonably regular attendance and is matriculated in a course of study leading to an undergraduate degree at an accredited college or university; further provided that the Mother and the Father shall each approve of said college or university, which approvals shall not be unreasonably withheld; and provided further that the child is academically and emotionally suited for said course of study and educational institution in the reasonable judgment of both the Mother and the Father. “College expenses” as used herein shall mean room, board, tuition, registration fees, cost of a computer and required books, computer and laboratory materials and transportation within the continental United States between the child’s residence and the college for four* round-trips per academic year, using economy transportation and fares. Notwithstanding the foregoing, the total obligation of the Father for college expenses shall not exceed the total of those that would be incurred if the child attended the State University of New York at Albany,* even though the child may attend a different college.

* Change as appropriate.

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(COLLEGE EXPENSES) (OPTION (g)(3))

(g) Provided that the Father's then financial circumstances shall permit, he shall make such payments and contributions toward the expenses of the college (or equivalent) educations of each un-emancipated child of the parties who shall desire to attend undergraduate college as he can reasonably afford, said expenses to include (without limitation) room, board, tuition, fees, books, materials as may be reasonable and incidental expenses normally incurred in connection with said education pursuits.

(WILL CLAUSE)

(h) The Husband agrees that he will promptly cause his estate upon his death to be distributed not less than fifty (50%) percent* to the children of the marriage of the parties in equal shares until the emancipation of all of the said children. His estate shall be deemed to be* his adjusted gross estate as determined for federal income tax purposes. Any estate taxes attributable to said share shall be paid by the Husband's estate as an expense of administration to the extent permitted by law. The Husband shall furnish to the Wife promptly a complete copy of his most recently prepared and executed last will and testament (or testamentary substitutes) to carry out the above agreement and each subsequent change or substitute estate plan document or documents. In the event of the failure of the Husband to make such provision as herein set forth, each child's interest shall constitute a priority charge against the estate of the Husband, in addition to any other remedies which may be available.

* Change as appropriate.

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ARTICLE X

MARITAL RESIDENCE
(OWNERSHIP AND POSSESSION) (OPTION (a)(1))
[Exclusive possession and subsequent sale]

(a) The parties presently own as tenants by the entirety the premises commonly known as _____, New York (the "Premises"). The Wife shall have the right of exclusive occupancy of the Premises until the earliest happening of any of the following events: (a) the remarriage of the Wife; or (b) the emancipation of the youngest child of the parties;* or (c) the Wife's removal of her permanent residence therefrom or (d) the date of _____. Upon the earliest happening of any of the foregoing events, the Premises shall be forthwith placed upon the market for sale and sold as quickly as reasonably possible. The Premises shall be available at reasonable times for inspection by brokers and by prospective purchasers. Both parties shall cooperate and use efforts reasonably calculated to produce the best sales price then available in the market and shall agree in a prior writing upon a listing price and a minimum net selling price. ("Net selling price" shall mean gross sales price less any broker's commissions.*) If the parties fail to agree upon a listing price or net selling price, the same shall be determined as hereinafter set forth. Each party agrees to execute and perform a *bona fide* contract of sale to a disclosed third-party principal at a price equal to or higher than the net selling price. If the parties do not agree upon a listing price or a minimum net selling price, the same shall be fixed by an independent real estate appraiser designated by the then president of the Long Island Board of Realtors.* Both parties shall have the right to be present at all inspections of the Premises by the appraiser. The determination of that appraiser shall be binding upon the parties, and the cost of the appraisal shall be shared equally by the parties. The appraiser shall fix a reasonable listing price to attract buyers and allow room for negotiation of the price. The minimum net selling price shall be 90%* of the appraised value, unless the parties agree otherwise.

* Change as appropriate.

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(OWNERSHIP AND POSSESSION) (OPTION (a)(2))

[Transfer to spouse]

(a) The parties presently own as tenants by the entirety the marital residence commonly known as _____, New York (the "Premises"). Upon the execution hereof the Husband shall convey to the Wife, by bargain and sale deed (with covenant),* duly executed and acknowledged and recorded at his* expense, all of his right, title and interest in and to the Premises, subject only to the lien of the unpaid balance of the existing first mortgage held by _____ Bank in the present principal sum of $_____. There shall be no adjustment for taxes or for mortgage payments (including tax escrow) and apportionments. From and after the said conveyance the Wife shall be solely liable for all expenses of every kind and nature in connection with the Premises, including but not limited to mortgage payments, taxes, insurance, utilities, telephone, repairs and maintenance. From and after the execution hereof, the Husband shall have no right or claim with respect to said Premises, its uses or its proceeds in the event of a sale or other disposition thereof. Provided that the Husband shall promptly comply with all of his obligations for support under this agreement, the Wife shall indemnify and hold the Husband harmless of all loss, expenses (including reasonable attorney's fees) and damages which he may incur as the result of a failure on the part of the Wife to perform the obligations of mortgagor under said first mortgage.

(b) The Husband represents and warrants that all mortgage payments have been paid to date and that the said first mortgage is not in default, that there are no liens or encumbrances on the Premises other than the lien of the said first mortgage and that the Premises comply with all ordinances, building codes and zoning laws and that all necessary certificates of occupancy or certificates of completion have been obtained.

(NO ENCUMBRANCES)

(c) Each party represents to the other that he or she has done and will do nothing to encumber title to the Premises except for the lien of the said existing first mortgage in the present principal sum of approximately $_____.

* Change as appropriate.

Sample

SCHEDULE B

(WRITE "NONE" IF NONE)

(DIVISION OF PROCEEDS OF SALE)

(d) Upon the sale of the Premises, the net proceeds of sale shall be divided between the parties equally.* "Net proceeds" shall be deemed to constitute gross receipts resulting from the sale of the premises less the usual expenses of sale. "Expenses of sale" shall be deemed to be any brokers' commissions, attorneys' fees for legal representation of each party on the sale, costs of satisfying the said existing first mortgage based upon the principal balance as of the date of (this agreement) (title closing), termite expense (if any), agreed cost of repairs or allowance therefor to the purchaser in order to render the premises salable or to perform the contract of sale, purchasers' financing or mortgage costs which are chargeable to the seller, agreed upon advertising and other similar expenses incidental to the sale of the Premises and closing of title. Any moneys owed to the purchaser on account of the usual apportionments shall be paid for solely by the Wife,* and any moneys due her from the purchaser shall be her* sole property. Division of "net proceeds" between the parties shall be made at title closing or as soon thereafter as practicable.

(MAINTENANCE EXPENSES) (OPTION (e)(1))

(e) Until title closing, the Wife shall be responsible for all expenses for the Premises and its ordinary maintenance, including but not limited to mortgage payments, real estate taxes, homeowner's insurance, utilities, gardening and ordinary repairs. The Husband and Wife shall share equally the cost of all reasonable extraordinary repairs to the Premises. An "extraordinary repair" as used herein shall be deemed to be any single repair or any maintenance work on the Premises costing more than $500* but shall not include repairs to any appliances, carpeting or other personal property contained on the premises or any interior* painting or decorating or any landscaping or lawn maintenance or repairs resulting from the misuse of the Premises or the gross negligence of the Wife.

* Change as appropriate.

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Sample

(MAINTENANCE EXPENSES) (OPTION (e)(2))

(e) Until title closing, the Wife shall be responsible for all expenses for the Premises and its ordinary maintenance, including but not limited to mortgage payments, utilities, appropriate homeowner's insurance, gardening and repairs. Notwithstanding the foregoing, the Husband shall be liable for one-half the cost of structural repairs required to be made to the house and not covered by insurance, provided that the Wife shall first give the Husband not less than thirty (30) calendar days' prior written notice setting forth the nature of the repair and providing three written, competitive estimates for the work required to be made and provides reasonable time and access to the Premises for the Husband and his designees to make an inspection and obtain other estimates. Structural repairs shall be limited to repairs required by damage or deterioration (not caused or necessitated by acts or omissions of the Wife, her guests or invitees or occupants of the house) to be made to the footings and foundations of the house and to replacement of the roof, exterior and supporting walls, boiler, hot water heater, electrical fuse panel, wiring and pipes (not damaged because of the weather). The Wife agrees to maintain a heating service contract covering the heating system at her own expense. She shall have the right, insofar as the Husband is concerned, to claim income tax deductions for interest payments on the existing first mortgage and for realty tax payments. In the event the Wife shall fail to make prompt payment of mortgage installments, insurance premiums or realty taxes when due, the Husband at his option shall have the right to make said payments on five (5) calendar days' written notice to the Wife and to immediate reimbursement from the Wife or to deduct the amounts so paid from any moneys due the Wife under this agreement except child support. The Wife agrees to indemnify and hold the Husband harmless of all loss, expenses (including reasonable attorneys' and accountants' fees) and damages in the event that she shall default in any of her obligations under this paragraph of this agreement.

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(OPTION TO PURCHASE)*

(f) Notwithstanding any of the foregoing, at the option of the Wife, exercisable at any time by 20 days'* written notice delivered personally or by certified mail to the Husband at his above address or at his place of business, at any time prior to the date of the earliest occurrence requiring sale of the Premises hereunder, the Wife may elect to acquire sole title to the Premises by a warranty* deed duly signed and acknowledged by the Husband in proper form for recording. The Husband agrees to deliver the said deed to the Wife simultaneously with the Wife delivering to the Husband a certified or bank or lending institution check for the Husband's share of the equity computed in accordance with the provisions of the Article as though the house were sold to a third party through a broker (with commission of 6%* of the gross sales price) and with deductions and adjustments for "expenses of sale" as set forth in subparagraph (d) hereof or, in lieu of said check, a purchase money second bond and mortgage covering the Premises in the amount of the Husband's share of the equity as computed above and bearing no interest* but which shall mature for payment upon the earliest happening of any of the events set forth in paragraph (a) hereof. Said bond and mortgage shall be duly signed and acknowledged by the Wife and in proper form for recording. The cost of recording fees and mortgage tax shall be borne by the wife. In the event that the parties do not agree upon the minimum "net selling price" upon which the foregoing equity shall be computed, the "net selling price" shall be determined in accordance with the provisions of paragraph (a) of this Article. If the Wife elects to make payment to the Husband by certified or bank or lending institution check as hereinabove provided and to cause the Premises to be refinanced to pay the Husband, the Husband agrees that he shall promptly upon request execute and deliver to the Wife, without charge, such contracts, applications, credit information and all other papers, documents and information which may be requested by the lending institution or by the Wife at the suggestion of the lending institution and join in and execute such application, bond or note and mortgage as may be required by the lending institution. In the event that the Husband shall in any way become obligated to the lending institution because of his so joining in the execution of any bond or note and mortgage as above set forth, the Wife and not the Husband shall be responsible to make the payments thereunder, and the Wife shall indemnify and hold the Husband harmless of all sums which he may be required to pay the lending institution as a result thereof. In the event of a transfer of title from the Husband to the Wife hereunder, from and after the date of conveyance of title the Husband shall be responsible for no further expenses or repairs of any kind, structural or otherwise, to the premises which are incurred after said date. If there is any dispute with respect to the computation of the Husband's share of the equity hereunder, or with respect to the validity, interpretation, performance, breach or any other issue arising out of or in connection with this paragraph (f), the same shall be resolved by arbitration by a single arbitrator administratively appointed under the auspices and under the rules then obtaining of the American Arbitration Association in New York City,* New York, and the costs and expenses of said arbitration, including but not limited to reasonable counsel fees, shall be borne by either or both parties as the arbitrator shall determine. The parties agree that any arbitration hereunder shall proceed promptly.

* Change as appropriate.

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(PERSONAL PROPERTY CLAUSE) (OPTION (g)(1))

(g) The contents of the premises shall belong to the Wife except for the items listed on Schedule B annexed hereto, which items shall belong to the Husband, provided that he removes the same from the premises within 30 days* from the date hereof, after which time any items remaining on the premises shall be deemed irrevocably abandoned by the Husband. The Wife shall not be liable for any loss or damage to said items. The Wife agrees to make the premises available to the Husband for the purpose of removing his said items on reasonable prior notice given to the Wife, and the Husband agrees not to enter upon the premises except with the prior consent of the Wife and in her presence or that of her designee for the purpose of removal of said items.

(PERSONAL PROPERTY CLAUSE) (OPTION (g)(2))

(g) The contents of the premises shall belong to the Wife except for the items listed on Schedule B annexed hereto, which items shall belong to the Husband, provided that he removes the same from the premises within 30 days* from the date hereof, after which time any items remaining on the premises shall be deemed irrevocably abandoned by the Husband. The Wife shall not be liable for any loss or damage to said items except for her willful abuse or gross negligence. The Wife shall make the Premises available to the Husband or his agents for the purpose of removing his said items on reasonable prior notice given to the Wife.

(PERSONAL PROPERTY CLAUSE) (OPTION (g)(3))

(g) The contents of the Premises shall belong to the Wife except for the items listed on Schedule B annexed hereto, which items shall belong to the Husband. The Wife agrees to make the Premises available to the Husband for the purpose of removing his said items on reasonable prior notice to the Wife and will use reasonable care in safeguarding the same until their removal.

ARTICLE XI

LIFE INSURANCE

(COVERAGE) (OPTION (a)(1))

(a) The Husband shall provide and maintain in full force and effect and will not pledge, hypothecate or encumber the policies of life insurance described at the foot of this Article, insuring his life with actual death benefits payable to the beneficiary in the sum of not less than $_____, wherein the Wife shall be designated as irrevocable beneficiary for only as long as she shall be entitled to maintenance hereunder, whereupon the irrevocable beneficiary shall be the Wife as trustee for the benefit of the children of the parties, equally, until they have all been emancipated.* The Husband represents that said policies are presently in full force and effect, unencumbered and premiums heretofore rendered are fully paid.

* Change as appropriate.

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(COVERAGE) (OPTION (a)(2))

(a) The Wife shall assign promptly to the Husband all policies of life insurance listed in Schedule C of which she is the owner and which insure the life of the Husband. The Husband shall maintain in full force and effect the policies of life insurance as set forth in Schedule C up to the total face amount of $_____ wherein the Wife shall be designated as irrevocable beneficiary until her death or remarriage, whichever is earlier, whereupon the irrevocable beneficiary shall be the children of the parties equally until they are all emancipated. After emancipation of all the children, and if the Wife shall not have remarried, the face amount of said life insurance shall be $_____ instead of $_____. The Husband represents that said policies are presently in full force and effect and unencumbered and premiums heretofore rendered fully paid, and he shall not hereafter pledge, hypothecate or encumber said policies or do anything or suffer anything to be done whereby the death benefits of said policies are reduced.

(COVERAGE) (OPTION (a)(3))

(a) The Husband shall maintain in full force and effect and shall not pledge, hypothecate or encumber the policies of life insurance described on Schedule C hereof, wherein the Wife shall be irrevocably designated beneficiary as trustee for the benefit of the children of the parties equally until they are all emancipated. The Husband represents that the said policies are presently in full force and effect and unencumbered and premiums heretofore rendered fully paid.

(PAYMENT OF PREMIUMS) (OPTION (b)(1))

(b) The Husband shall pay or cause to be paid all premiums, dues and/or assessments which become due and owing on said insurance policies at least 15 days prior to the end of the grace period for making said payments, and he shall deliver to the Wife within said 15-day period written proof of payment thereof.

(PAYMENT OF PREMIUMS) (OPTION (b)(2))

(b) The Husband shall pay or cause to be paid all premiums, dues and/or assessments which become due and owing on said insurance policies at least 15 days prior to the end of the grace period for making said respective payments, and he shall deliver to the Wife upon her request written proof of payment thereof. Notwithstanding the foregoing, the Husband may continue his present plan of utilizing cash value of the policies for the payment of premiums, even though the said plan may reduce the value of any policy; and, in addition, the Husband shall have the right to utilize any of the dividends available from said policies for the payment of premiums.

(CONFIRMATION OF COMPLIANCE)

(c) The Husband hereby authorizes the Wife to obtain direct confirmation from the insurance carriers or from his employer or union with respect to any group life insurance provided by his employer or union to confirm his compliance with the provisions of this Article and further agrees that he will, upon demand, execute and deliver to the Wife without charge whatever instruments, documents or authorizations may be necessary or

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desirable in order that the Wife may document the Husband's compliance with this Article.

(VALUES) (OPTION (d)(1))

(d) The values indicated on Schedule C shall be the minimum non-taxable sums actually payable to the beneficiary upon the death of the Husband under the respective policies, except to the extent that said values have been reduced by reason of the Husband's aforementioned plan of premium payments.

(VALUES) (OPTION (d)(2))

(d) The values indicated on Schedule C shall be the minimum non-taxable sums payable upon the death of the Husband under the respective policies. Any estate, death or inheritance taxes thereon shall be a part of the cost of the administration of the estate of the Husband and shall not be a charge against the proceeds of said policies or coverage.

SCHEDULE C

Company **Policy Number** **Face Amount**

SUBSTITUTION OF POLICIES

The Husband shall have the right to substitute policies providing the above insurance coverage only if he first furnishes to the Wife written proof from the insurance carrier of the existence of the substitute policies in conformity with his obligations hereunder.

WAIVER OF LIFE INSURANCE RIGHTS

Except as otherwise expressly herein provided, each party hereby irrevocably waives all rights of every kind and nature in law and in equity to obtain, recover or participate in or derive any benefits, distributions, payments, emoluments or any other form of benefit, direct or indirect in any life, casualty, disability, accident or other insurance policy and any annuity owned by or covering the other party, irrespective of whether or not the party was named therein. However, this waiver shall not apply to any policy or annuity in which a party has been expressly given any rights or benefits therein by the other party by a writing made after the date hereof.

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ARTICLE XII

EMANCIPATION

"Emancipation" of a child as used everywhere in this agreement shall terminate all support obligations of the Father* with respect to each emancipated child of the parties and shall be deemed to have automatically occurred upon the earliest happening of any of the following events:

(AGE) (OPTION (a)(1))

(a) The child attaining the age of twenty-one years.

(AGE) (OPTION (a)(2))

(a) The child attaining the age of twenty-one years, or such lesser age as shall be then the age for which a father is obligated by statute to provide support for a child in the jurisdiction where the child then resides.

(AGE) (OPTION (a)(3))

(a) The child attaining the age of twenty-one years, unless the child shall then be in a reasonably continuous course of college education leading to an undergraduate degree as a matriculated full-time day, undergraduate student at an accredited college or university, in which event emancipation shall not take place until the child attains the age of twenty-two years six months,* or sooner completes said course of study and obtains the said degree.

(MARRIAGE) (OPTION (b)(1))

(b) Marriage of the child, even though said marriage may be void or voidable, and despite any subsequent annulment or termination thereof.

(MARRIAGE) (OPTION (b)(2))

(b) Marriage of the child, even though said marriage may be void or voidable, and despite any subsequent divorce, annulment or other termination thereof; or the child living habitually with a person in a conjugal-type relationship, regardless of any financial benefit that either the child or the said person may contribute to the relationship or the child's or other person's expense.

* Change as appropriate.

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(MILITARY SERVICE)

(c) Entry of the child into the active military service of the United States, in Vista, the Peace Corps, AmeriCorps or similar service, said emancipation to continue only as long as the child is active in said military or other service; if the child shall terminate active service prior to the occurrence of another emancipation event, the child shall again be deemed to be unemancipated until the occurrence of another emancipation event.

(EMPLOYMENT) (OPTION (d)(1))

(d) Engaging in full-time employment (more than 20 hours per week) after attaining the age of 18 years whereby the child is earning sufficient funds to be self-supporting, except that the child engaging in full-time employment during school summer-vacation periods and school or college intercessions and other similar recesses shall not be deemed emancipated. Emancipation stemming from employment shall be deemed terminated upon the cessation by the child of said full-time employment before any other emancipation event, and the child shall again be deemed to be unemancipated until the happening of another emancipation event.

(EMPLOYMENT) (OPTION (d)(2))

(d) Engaging in full-time employment whereby the child is able to be fully self-supporting, but not including employment during school or college scheduled recesses.

(OTHER RESIDENCE) (OPTION (e)(1))

(e) The child establishing a permanent residence away from that of the Mother. Residence at a camp, boarding school, college or travel shall not be deemed a change in the permanent residence of a child sufficient to constitute emancipation. If a child establishes a permanent residence away from that of the Mother and subsequently reestablishes a permanent residence with the Mother prior to another emancipation event, then the period of emancipation shall cease until the happening of another emancipation event. If the child establishes his or her permanent residence with the Father, the Mother shall pay to the Father child support in accordance with the Child Support Standards Act.*

(OTHER RESIDENCE) (OPTION (e)(2))

(e) Permanent residence away from the Mother. Residence at a college or boarding school and travel during holiday, summer and other school or college scheduled recesses shall not be deemed such a permanent residence.

(DEATH)

(f) Death of the child or one of the parties hereto.

* Change as appropriate.

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ARTICLE XIII

DIVISION OF PROPERTY

(Adapt to requirements; consider tax cost basis and appropriate tax impacting of assets transferred)

(a) The parties acknowledge that there are certain U.S. SERIES E Savings Bonds held in the joint names of the parties having the approximate face value of $_____. The Husband hereby assigns and transfers to the Wife all of his right, title and interest in and to said bonds, and the same shall be the sole property of the Wife. The Husband agrees to provide a medallion guaranteed endorsement of said bond certificates promptly and without charge at the request of the Wife.

(b) The Wife presently has the use, without cost to her, of a certain 2014 Ford automobile currently provided by the business corporation of the Husband. The Husband shall cause the Wife to continue to have the exclusive use of said automobile without cost to her and to cause the registration and title of said automobile to be transferred to her without charge in the event that she should hereafter request such transfer. The Husband shall provide a replacement for the said automobile not later than January 1, 2018, with a new automobile of comparable make, model and accessories in a color or colors to be selected by the Wife. In the event that title of the present automobile is transferred to the Wife, the Wife shall surrender the said automobile and apply its trade-in value or sale price (if independently sold at the Husband's option) against the purchase price of the new automobile. Notwithstanding the foregoing, the Husband's obligation with respect to said automobile shall cease upon the earliest happening of the death or remarriage of the Wife or the death of the Husband. Notwithstanding the foregoing, the Wife, and not the Husband, shall be responsible for all operating costs, including but not limited to fuel, repairs, insurance and maintenance of said automobile. In the event that upon the surrender of said automobile by the Wife for a replacement automobile under the terms hereof, the leasing company or dealer, as the case may be, shall assess the Husband or his corporation by reason of the automobile having been improperly maintained or for damage or for having excessive mileage, the Wife shall pay (or reimburse the Husband or his corporation as the case may be) for said assessment and as a condition precedent to obtaining a replacement vehicle.

(c) Except as otherwise herein specifically provided to the contrary, all property held in the joint names of the parties shall be promptly divided equally between them.

(d) Each party hereby waives and releases all rights of every nature and description which may now or hereafter exist (including but not limited to spousal survivorship rights) in any pension, profit-sharing or deferred income or deferred tax plan of the other and in all Individual Retirement Accounts of the other and shall execute promptly and without charge, upon request from time to time, all papers and instruments to document and confirm the foregoing waiver and release of rights, which said plans are identified as follows: [itemize all plans with specific identification].

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(e) Except as otherwise herein specifically provided to the contrary, each party waives all rights and interests which may exist in marital property in the possession or under the control of or titled in the name of the other party, as the term "marital property" is defined by statute (Domestic Relations Law § 236, Part B) and judicially interpreted.

ARTICLE XIV

LEGAL REPRESENTATION

(CONTRIBUTION BY SPOUSE) (OPTION (a)(1))

(a) The parties represent to each other that the Wife has been represented by (insert name and address), and the Husband has been represented by (insert name and address), as their respective attorneys. The Husband shall pay upon the execution here of the sum of $_____ to the Wife's attorney as his sole contribution toward the Wife's attorney fees for services in connection with the negotiation and preparation of this agreement and the pending matrimonial action if it proceeds as an uncontested action. The Wife represents and warrants that she has dealt with no other attorney for which services the Husband is or may become liable. However, if the Husband should default in any of his obligations hereunder, or if he should unsuccessfully challenge the validity of this agreement or its interpretation, then the Husband shall be liable for all damages (including those caused by delayed payments), costs and expenses of the Wife as a result thereof, including but not limited to reasonable attorneys' fees.

(NO CONTRIBUTION BY SPOUSE) (OPTION (a)(2))

(a) The parties represent to each other that the Wife has been represented by (insert name and address), and the husband has been represented by (insert name and address) as their respective attorneys. Each party agrees to bear his or her own legal expenses in connection with this matter. Each party represents and warrants that he or she has dealt with no other attorney for which services the other party is or may become liable and will indemnify and hold the other party harmless of all loss, expenses (including reasonable attorneys' fees) and damages in the event of a breach of said representation and warranty. However, if either party should default in any of his or her obligations hereunder, or should unsuccessfully challenge the validity of this agreement or its interpretation, then said party shall be liable for all damages (including those caused by delayed payments), costs and expenses of the other party as a result thereof, including but not limited to reasonable attorneys' fees.

(b) The parties acknowledge that they have each been separately advised by their respective attorneys that there may be certain tax consequences pertaining to this agreement, that neither attorney has furnished tax advice with respect to this agreement, that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this agreement and has had a full opportunity to do so.

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ARTICLE XV

FULL DISCLOSURE

(a) Each party has had the opportunity to make full and independent inquiry into the complete financial circumstances of the other and acknowledges that he or she knows the nature, extent and value of the other party's property and business interests. The parties have been advised by their respective attorneys of their right to compel discovery and inspection of the other's books and records, business and personal, and their right to have accountants, appraisers and others investigate, appraise and evaluate each other's business and property and to conduct depositions, among other procedures with respect thereto. Each party has waived further exercise of these rights and has instructed his and her respective attorneys not to take any further steps, themselves or through others, in connection with discovery, inspection, investigation, appraisal or evaluation of the other's income, business, property or other financial circumstances. Each party acknowledges that he or she has had ample opportunity to confer with his or her own attorney and, with full knowledge of all of the legal consequences of the intended binding effect of this agreement, agrees that no claim may be properly made hereafter upon the ground of any failure or lack of financial disclosure or appraisals and has entered into this agreement despite the advice of each attorney that further financial disclosure may properly be pursued regarding the financial circumstances of the other party.

(b) The parties acknowledge that each has had a full opportunity to read and review this agreement with independently selected legal counsel prior to its execution and acknowledges that the agreement has not been the result of any fraud, duress or undue influence. Neither party has been or is under the influence of any drug, alcohol or any other substance which could affect or impair the exercise of proper judgment during the negotiations and execution of this agreement.

ARTICLE XVI

POSSIBLE INVALIDITY

In case any provision of this agreement should be held to be contrary to or invalid under the law of any country, state or other jurisdiction, said illegality or invalidity shall not in any way affect any other provisions hereof, all of which shall continue, nevertheless, in full force and effect; and the provision which is held to be illegal or invalid in any country, state or other jurisdiction shall, nevertheless, remain in full force and effect in any country, state or jurisdiction in which said provision is legal and valid.

ARTICLE XVII

INDEPENDENT COVENANTS

Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

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ARTICLE XVIII

RECONCILIATION AND MATRIMONIAL JUDGMENTS

(a) This agreement shall not be invalidated or otherwise affected by a reconciliation or a resumption of marital relations between the parties unless they have executed and acknowledged a written statement expressly setting forth that they are cancelling this agreement. This agreement shall not be invalidated or otherwise affected by any decree or judgment made in any court in any pending or future action or proceeding between the parties.

(b) Each party agrees that the provisions of this agreement shall be submitted to any court in which either party may seek a judgment, order or decree in a matrimonial action or any other action or proceeding affecting the marital status or rights and obligations of the parties and that the provisions of this agreement shall be incorporated in said judgment, order or decree with such specificity as the court shall deem permissible and by reference as may be appropriate under law and under the rules as the court shall deem permissible. However, notwithstanding said incorporation, the provisions of this agreement shall survive any decree, order or judgment and shall not merge therein, and this agreement may be independently enforced.

(IF APPLICABLE)

(c) In the event that either party shall experience a material change in financial circumstances, unanticipated or not, either party shall have the right from time to time to make application to a court of competent jurisdiction for a modification of the maintenance and/or child support provisions of any judgment or order incorporating the terms hereof. In such event the court shall make a determination *de novo* of the child support and maintenance obligations hereunder. If as a result of that application an order shall be made containing maintenance and/or child support obligations which are different from those contained in this agreement, then the maintenance and/or child support provisions of this agreement shall be automatically deemed modified to coincide with those provisions for maintenance and/or child support as so determined by the court. The provisions of this subparagraph shall not, however, constitute a merger of this agreement in any judgment, order or decree in any action or proceeding between the parties whether now pending or which may hereafter be instituted, and this agreement, as modified, shall survive any such judgment, order or decree notwithstanding the provisions of this subparagraph and may be independently enforced.

ARTICLE XIX

MODIFICATION AND WAIVER

Neither this agreement nor any provision hereof shall be amended or modified except by an agreement in writing duly subscribed and acknowledged with the same formality as this agreement, except as expressly provided herein. Any waiver by either party of any provision of this agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or estop such party from thereafter enforcing such right, and the failure of either party to insist in any one or more instances upon the strict

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performance of any of the provisions of this agreement by the other party shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue in full force and effect.

ARTICLE XX

LEGAL INTERPRETATION

This agreement and all of the rights and obligations of the parties hereunder shall be construed according to the laws of the State of New York as an agreement made and to be performed within said State, irrespective of the residency or domicile of the parties. This agreement shall be deemed to have been drafted by both parties.

ARTICLE XXI

INCOME TAX RETURNS

(a) If in connection with any joint income tax returns heretofore or hereafter filed by the Husband and Wife there is any deficiency assessment, the amount ultimately determined to be due thereon, including penalties and interest, shall be paid by the Husband unless and to the extent that the same has been caused by the failure or neglect of the Wife to disclose any income which should have been included in said returns or to the extent that any deductions solely allocable to her income are disallowed. The Husband, to the extent that the same has not been caused by any such failure or neglect of the Wife, hereby indemnifies and agrees to save the Wife harmless against any such assessment, penalty and interest and any expenses, including, without limitation, attorneys' and accountants' fees in connection therewith. The Wife shall similarly indemnify and hold the Husband harmless of any assessment, penalty and interest and any expenses, including, without limitation, attorneys' and accountants' fees arising out of or resulting from any failure of the Wife to disclose income or the disallowance of any of the Wife's deductions solely allocable to her income. Each party shall cooperate fully and promptly with the other in the event of any audit or examination of the said joint tax returns by a taxing authority and agrees to furnish to the party being examined or his (or her) designees, promptly and without charge, such papers, records, documents, authorizations and information as may be reasonably appropriate in connection with said audit or examination.

(CHILDREN'S EXEMPTIONS TO HUSBAND) (OPTION (b)(1))

(b) In any income tax returns hereafter filed by the parties, the Husband shall have the right to claim the children of the parties as dependency exemptions on his separate income tax returns, provided, however, that he shall derive a tax benefit by claiming the said exemptions and further provided that the Husband shall have complied promptly with all of his support obligations contained in this agreement. The Wife shall, promptly and without charge, execute and deliver promptly to the Husband all forms required by any taxing authority to confirm the foregoing, including but not limited to IRS form 8332.

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(CHILDREN'S EXEMPTIONS TO HUSBAND) (OPTION (b)(2))

(b) Provided that the Husband shall not be in default of any of his obligations hereunder, he shall have the right to claim the children of the parties as income tax exemptions on his separate income tax returns, insofar as the Wife is concerned, in odd-numbered years only, provided that he shall derive a tax benefit therefrom. The Wife shall, promptly and without charge, execute and deliver to the Husband all forms required by any taxing authority to confirm the foregoing, including but not limited to IRS Form 8332.

(IF APPLICABLE)

(c) For the year 20__, the Wife agrees at the request of the Husband to file joint income tax returns with him and to provide promptly (but not later than March 15, 20__) all forms and information as may be reasonably required or desirable to prepare the said returns. In the event that the Wife fails or refuses to execute any such joint returns after within a reasonable time after a written request and notice that she do so, the Husband is authorized to execute the same on her behalf and shall promptly furnish a copy of each return to her. Said returns shall be prepared at the expense of the Husband. The Husband shall be liable for all taxes due, and the parties shall share any refunds equally.

(REFUNDS) (OPTION (d)(1))

(d) All refunds derived from joint income tax returns shall be paid over to the Wife* promptly upon receipt, and the Wife* is authorized to negotiate for her own use any checks or drafts representing said refunds.

(REFUNDS) (OPTION (d)(2))

(d) All refunds derived from joint income tax returns shall be equally divided by the parties upon receipt. Neither party shall endorse the name of the other party on any refund checks.

ARTICLE XXII

WIFE'S INDEPENDENT INCOME

Except as otherwise provided herein, regardless of whatever income the Wife may now or hereafter have or the source thereof, or whether earned or unearned, the same shall in no way affect or limit the obligation of the Husband to comply with the provisions herein made for her support* and that for the children of the parties.*

* Change as appropriate.

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ARTICLE XXIII

CHANGE OF ADDRESS

The parties shall notify the other in writing by personal delivery or by registered or certified mail, return receipt requested, or an overnight delivery service requiring a signature of the recipient of any change of address, and/or telephone number, within five (5) days of the date of such change as long as either party shall have any obligations or rights under this agreement.

ARTICLE XXIV

IMPLEMENTATION

Each party promptly, upon request by the other party, shall make, execute and deliver all other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this agreement and the intent of the parties, without charge therefor.

ARTICLE XXV

RELIGIOUS DIVORCE (IF APPLICABLE)

Each of the parties agrees to cooperate with the other in obtaining promptly at the expense of the Husband* a religious divorce (or annulment, as appropriate) and to furnish to the other party a duly authenticated copy of the document or documents terminating the marital relationship in accordance with the tenets of his or her religion. Each party shall comply with Domestic Relations Law § 253 as though he or she were a plaintiff.

ARTICLE XXVI

ENTIRE UNDERSTANDING

This agreement contains the entire understanding of the parties who hereby acknowledge that there have been and are no agreements, representations, warranties, covenants or undertakings other than those expressly set forth herein. (Add if appropriate) The parties agree that a memorandum of this agreement shall be executed upon the signing hereof and the same may be filed in the office of the appropriate county clerk.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

_____L.S.
(Wife's Name)

_____L.S.
(Husband's Name)

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(ACKNOWLEDGEMENTS) (OPTION (a))

STATE OF NEW YORK)

COUNTY OF _____)ss.:

)

On the ____ day of _____, 20__, before me, the undersigned, personally appeared (Wife's Name), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that she executed the same in her individual capacity, and that by her signature on the instruments, the individual, or the person upon behalf of whom the individual acted, executed the instruments.

_____

Notary Public

STATE OF NEW YORK)

COUNTY OF _____)ss.:

)

On the ____ day of _____, 20__, before me, the undersigned, personally appeared (Husband's Name), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instruments, the individual, or the person upon behalf of whom the individual acted, executed the instruments.

_____

Notary Public

Sample

(ACKNOWLEDGEMENT) (OPTION (b))

STATE OF NEW YORK)

COUNTY OF _____)ss.:

)

On the ___ day of _____, 20__, before me, the undersigned, personally appeared (insert names of husband and wife if both acknowledgments are taken at the same time; if not, insert name of one spouse and add an additional acknowledgment for the other spouse), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that (he/she/they) executed the same in (his/her/their) individual capacity(ies), and that by (his/her/their) signature(s) on the instruments, the individual(s), or the person(s) upon behalf of whom the individual acted, executed the instruments.

_____

Notary Public

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