

MARYLAND SEPARATION AGREEMENT

Location: _____ Date: _____

PARTIES:

This Separation Agreement ("Agreement") is entered into by and between:

1. _____ (hereinafter referred to as "Party A")
2. _____ (hereinafter referred to as "Party B")

RECITALS:

WHEREAS, the Parties hereto were lawfully married and have since decided to separate;
WHEREAS, the Parties desire to settle their respective rights and obligations arising from their marital relationship, including property division, support, and other matters, amicably and without litigation;
NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. SEPARATION

The Parties agree that they are separated as of the date of this Agreement and intend to live separate and apart permanently, except as otherwise provided herein.

2. PROPERTY DIVISION

The Parties have disclosed to each other all assets and liabilities. They agree to divide all marital property and debts as follows: a) Real Property: The marital home located at _____ shall be handled as follows:

_____ b) Personal Property:
The Parties shall divide personal property and household items as mutually agreed. A detailed list of division of such items is attached hereto as Schedule A. c) Financial Accounts: The Parties shall divide bank accounts, retirement

accounts, and other financial assets as follows:

_____ d) Debts and Liabilities:

Each Party shall be responsible for the debts assigned below:

_____ The Parties agree to execute any further documents reasonably necessary to effectuate the division of property.

3. SPOUSAL SUPPORT

The Parties agree that: a) Neither Party shall pay spousal support to the other; OR b) Party A shall pay Party B spousal support in the amount of \$_____ per month, payable on the first day of each month until further order of the court or by mutual agreement. c) The Parties acknowledge that this provision is enforceable under Maryland law and that any modification must comply with applicable statutes.

4. CHILD CUSTODY AND VISITATION

The Parties acknowledge that there are no minor children from this marriage; OR The Parties agree on the custody and visitation arrangement as follows: a) Legal custody shall be shared/jointly held by both Parties. b) Physical custody shall be as follows: _____ c)

Visitation schedule: _____ d)

Both Parties shall make decisions jointly regarding health, education, and welfare of the child(ren).

5. CHILD SUPPORT

The Parties acknowledge that there are no minor children subject to child support; OR The Parties agree that child support shall be paid as follows: a) Party A shall pay Party B \$_____ per month, commencing on _____. b) The Parties agree to comply with Maryland child support guidelines and any applicable court orders. c) This Agreement does not preclude future modification according to law.

6. DEBTS AND LIABILITIES

Each Party shall be responsible for debts incurred in their name after the date of separation except as otherwise mutually agreed herein. Marital debts shall be allocated as described in Section 2(d).

7. TAX MATTERS

The Parties agree to file their federal and state income tax returns for the year of separation as follows: a) Filing status: Married Filing Separately, or as otherwise mutually agreed. b) Each Party shall be responsible for their own tax liabilities incurred after separation. c) Any tax refunds or liabilities arising from prior years shall be handled as follows:

8. RELEASE OF CLAIMS

Except as otherwise provided herein, each Party releases and waives any and all claims against the other Party for alimony, support, property rights, or any other claims arising out of the marital relationship prior to or after the date of this Agreement.

9. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the subject matter hereof and supersedes any prior agreements, oral or written.

10. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

11. ENFORCEABILITY

If any provision of this Agreement is found invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

12. VOLUNTARY EXECUTION

Each Party acknowledges that they have read this Agreement, understand its terms, enter into it voluntarily and without duress, and have been advised to seek independent legal counsel.

13. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. NOTICES

Any notices required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent via nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the Party's address set forth below or such other address as either Party may designate by notice.

15. EFFECTIVE DATE

The Parties agree that this Agreement shall become effective immediately upon execution by both Parties.

16. ATTORNEY'S FEES

Each Party shall bear their own attorney's fees and costs incurred in connection with the negotiation and execution of this Agreement.

17. AMENDMENT

This Agreement may be amended only by a written instrument signed by both Parties.

18. CONFIDENTIALITY

The Parties agree to keep the terms and existence of this Agreement confidential except as required by law or to enforce its terms.

19. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of any future enforcement of that or any other provision.

20. AUTHORITY TO EXECUTE

Each Party warrants that they have the full legal capacity and authority to enter into this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementtemplate-us.com/maryland-separation-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.