



**SEPARATION AGREEMENT**  
**(WITHOUT CHILDREN UNDER 18)**

Case No. \_\_\_\_\_

Court \_\_\_\_\_

County \_\_\_\_\_

Division \_\_\_\_\_

IN RE THE MARRIAGE OF:

\_\_\_\_\_  
(Print name of Petitioner)

PETITIONER

and

\_\_\_\_\_  
(Print name of Respondent)

RESPONDENT

The parties agree to the following:

1. The marriage between the parties is irretrievably broken;
2. The parties are separated and living apart with no reasonable prospect of reconciliation; and
3. The parties wish to settle all issues regarding maintenance, division of property, and assignment of debt(s).

4. NON-MARITAL PROPERTY (please check one)

The parties do not own any non-marital property.

**OR**

The parties own non-marital property, which will be kept or returned as follows:

Non-marital property Petitioner will keep: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Non-marital property Respondent will keep: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. MARITAL PROPERTY

A. REAL ESTATE\* (please check one)

**\*There are additional legal documents necessary to accomplish a transfer of real estate property and you are strongly advised to consult an attorney if you are dividing this type of property.**

The parties do not own any marital real estate.

**OR**

One or both of the parties own marital real estate, which is located at: \_\_\_\_\_

\_\_\_\_\_

and the parties agree to the following terms related to that property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. MOTOR VEHICLES** *(please check one)*

The parties do not own any marital motor vehicles.

**OR**

The parties own one or more marital motor vehicles, which will be divided as follows:

Motor vehicle Petitioner will keep: \_\_\_\_\_  
(Make) (Model) (Year) (VIN#, if known)

Motor vehicle Respondent will keep: \_\_\_\_\_  
(Make) (Model) (Year) (VIN#, if known)

*(List additional motor vehicles on a separate sheet and attach to this document.)* Each party shall pay all obligations on the vehicle(s) that person keeps, including loans, insurance, and/or taxes. If there is a joint debt, or if the debt is in the name of the person not keeping the motor vehicle, then the party keeping the motor vehicle shall refinance the debt within \_\_\_\_\_ days of the signing of this Agreement. The party not keeping the motor vehicle shall sign over the title upon proof of refinancing or, if there is no debt, within \_\_\_\_\_ days of the entry of the Decree.

**C. BANK ACCOUNTS** *(please check one)*

The parties do not have any marital bank accounts.

**OR**

The parties have one or more bank accounts in one or both of their names, which will be divided as follows:

Bank Name	Type of Account (Checking, CD, Savings, etc.)	Last four numbers of Account	Percentage to Petitioner	Percentage to Respondent

**D. PERSONAL PROPERTY/HOUSEHOLD GOODS** *(please check one)*

The parties have divided all their personal property and household goods and each will keep the property now in their possession.

**OR**

The parties have marital personal property and/or household goods that will be divided as follows: *(Please list additional personal property and/or household goods on a separate sheet and attach to this document.)*

Personal property and/or household goods Petitioner will keep: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Personal property and/or household goods Respondent will keep: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. RETIREMENT AND PENSION ACCOUNTS\*** *(please check one)*

The parties understand that the division of retirement accounts raises substantial issues that could result in significant loss of marital assets, if not properly addressed. The parties also understand that there are additional legal documents necessary to accomplish a transfer of certain retirement accounts and investments.

**\*You are strongly advised to consult an attorney and the retirement account administrator if you are dividing this type of property.**

The parties do not have any retirement accounts.

**OR**

Each party shall keep his or her own retirement account(s).

**OR**

The parties have one or more retirement accounts, which will be divided as follows:

\_\_\_\_\_  
\_\_\_\_\_; and

Petitioner  Respondent shall be responsible for preparing, or shall obtain a lawyer to prepare, any necessary court orders or other documents for dividing the accounts and must do so within \_\_\_\_\_ days of the entry of the decree.

**F. OTHER MARITAL PROPERTY**

*(Complete this section, only if the parties own any other marital property not previously addressed in this Agreement)*

The parties have other marital property that will be divided as follows:

Other marital property Petitioner will keep: \_\_\_\_\_

\_\_\_\_\_.

Other marital property Respondent will keep: \_\_\_\_\_

\_\_\_\_\_.

**6. OTHER MARITAL DEBT (please check one)**

The parties do not have any other marital debt(s) that has not been previously addressed in this Agreement.

**OR**

The parties have other marital debt(s) that has not been previously addressed in this Agreement, which is assigned as follows:

Petitioner will be responsible for the following marital debt(s): \_\_\_\_\_

\_\_\_\_\_.

Respondent will be responsible for the following marital debt(s): \_\_\_\_\_

\_\_\_\_\_.

**7. EQUITABLE DIVISION OF PROPERTY (please check one)**

The parties agree that the division of property and debt is equitable (fair and reasonable).

**OR**

In order to make the division of property and debt equitable (fair and reasonable),  Petitioner  Respondent shall pay the other party \$\_\_\_\_\_ within \_\_\_\_\_ days of the signing of this Agreement.

**8. MAINTENANCE (please check one)**

Neither party shall be responsible for paying maintenance to the other.

**OR**

Petitioner  Respondent shall pay the other party maintenance in the amount of \$\_\_\_\_\_ (please check one)

every week  every 2 weeks  on the 1st and 15th of every month  on the \_\_\_\_\_ day of every month from

(beginning date) \_\_\_\_\_ until (ending date) \_\_\_\_\_. (If you do not indicate an ending date, then by law, the obligation to pay maintenance will terminate upon the death of either party or the remarriage of the party receiving maintenance.)

9. INCOME TAXES (please check one)

The parties agree to file separate tax returns beginning with the \_\_\_\_\_ tax year and for all subsequent tax years.

The parties do not have any outstanding tax liabilities or refunds due.

**OR**

The parties have outstanding tax liabilities or refunds, which will be divided as follows:

\_\_\_\_\_  
\_\_\_\_\_.

10. OTHER AGREEMENTS OF THE PARTIES

- A. The parties acknowledge that neither party shall inherit from the other party's estate unless there is a new valid will that has been executed after the divorce has been finalized.
- B. The parties agree to follow this Agreement, which may include signing any documents necessary to fulfill any promise(s) in this Agreement.
- C. The parties believe this is a full, fair, just, and final settlement of all matters between them. Each party has had an opportunity to consult with an attorney about this Agreement and has chosen to proceed without an attorney. Both parties agree that they fully understand all the terms of this Agreement.
- D. Each party has told the other party about all income, property, debt, and any other information that is needed for the other party to make informed decisions when deciding to agree on the items in this Agreement.
- E. This Agreement contains the entire Agreement of the parties, and they are signing this Agreement without relying on any promises, statements, or terms that are not set forth in this document.
- F. The parties request that this Agreement be made part of the Decree of Dissolution of Marriage entered in this court action, and that the decree order the parties to perform the terms of this Agreement.
- G. OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**NOTARIZED SIGNATURES OF BOTH PARTIES ARE REQUIRED**

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_, 2\_\_\_\_\_  
Date

\_\_\_\_\_, 2\_\_\_\_\_  
Date

<p>STATE OF KENTUCKY COUNTY OF _____ The foregoing was duly subscribed, sworn, and acknowledged before me by _____, this _____ day of _____, 2_____ If a Notary: My commission expires: _____ _____ NOTARY PUBLIC or CIRCUIT CLERK/D.C.</p>	<p>STATE OF KENTUCKY COUNTY OF _____ The foregoing was duly subscribed, sworn, and acknowledged before me by _____, this _____ day of _____, 2_____ If a Notary: My commission expires: _____ _____ NOTARY PUBLIC or CIRCUIT CLERK/D.C.</p>
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