

SEPARATION AGREEMENT

This agreement is dated September 11, 2017.

BETWEEN:

Carol Smith ("Carol")
123 Fake Street
Vancouver BC V6C 3A8

AND:

John Smith ("John")
123 Fake Street
Vancouver BC V6C 3A8

Facts:

We got married on January 10, 2010.
We do not have a marriage agreement.
We have been separated since January 01, 2016.

Carol Smith's date of birth is: January 10, 1980.
Carol Smith's occupation is: Dental assistant.
Carol Smith's gross annual income is: \$45,000.

John Smith's date of birth is: February 20, 1979.
John Smith's occupation is: Store Manager.
John Smith's gross annual income is: \$60,000.

We are the parents of the following children:

- Joe Smith, born on Sunday, January 10, 2012 ("Joe")
- Elizabeth Smith, born on Wednesday, January 10, 2014 ("Elizabeth")

We agree that our marriage does not work for us anymore. That is why we are ending our marriage.
We agree on the issues that are part of this separation agreement.

Terms of the Separation Agreement

As required by the Family Law Act, we have provided full and true information to one another to resolve our family law dispute. This includes, but is not limited to, information about our assets, debts, and income.

We agree that the personal information and facts in this agreement are true and accurate.

Agreements

Our children

As parents and guardians of Joe and Elizabeth we made agreements about parenting to help us provide a loving, stable, caring, and safe environment for our children. These agreements are in line with their age and needs.

In this Separation Agreement, we made parenting agreements about our children. As much as possible, we have involved our children in making these arrangements.

We recognize that it is valuable and important that our children have a loving and supportive relationship with each of their parents and guardians.

We are both responsible for, and will contribute to, our children's care and upbringing.

We will try our best to fully cooperate with each other as parents.

We agree to make decisions that are in our children's best interests. We will put their interests ahead of our own.

No matter where our children live, we will regularly consult with each other and keep each other informed about our children.

We will find an appropriate way to include our children's views in our discussions.

We will make it clear to our children that, although we ask for their input, they are not responsible for our decisions. We are responsible for making these decisions.

We agree that we will communicate politely with each other. We will not argue in front of our children or involve them in any conflict between us.

We will both support and foster our children's relationship with the other parent. We will not speak negatively about the other parent. We will encourage our children to spend time with their other parent and their extended family.

We have drawn up the Parenting Plan below to help us provide a loving, stable, caring, and safe environment for our children in line with their age and needs.

Parenting Time

We think it's in the best interests of our children and agree that:

We continue to be guardians of Joe Smith and Elizabeth Smith.

Our parenting schedule will be:

Joe and Elizabeth will primarily live with Carol.

John will have parenting time with Joe and Elizabeth as follows:

- a) every second weekend, from Friday at 3:00 p.m. to Sunday at 5:00 p.m. and
- b) Wednesday evenings each week, from 3:00 p.m. to 7:00 p.m.

We will work out the details of how our children will move between us to fit with their routines and needs. In the meantime, neither guardian will take Joe or Elizabeth out of the Lower Mainland without the written consent of the other guardian. This consent will not be unreasonably withheld or refused.

We will encourage our children to keep in touch with the other guardian at other times through phone calls, texts, Skype, FaceTime, and other means of communication, etc.

Holidays and special days

We think it's important that our children spend holidays and special days with both parents. That's why we agree that:

We will alternate the arrangements for holidays and special days (e.g., birthdays, Mother's/Father's Day) every other year. By January 1st each year, we will agree on arrangements in writing for the holidays and special days.

For the first year, we agree that our children will spend their holidays and special days with each parent as follows:

- children's birthdays: 5 hours on each child's birthday with each parent, with times to be agreed on by John and Carol
- parents' birthdays: 4 hours on each parent's birthday with each parent, with times to be agreed on by John and Carol
- Mother's Day: from 9:00 a.m. to 7:00 p.m. with Carol
- Father's Day: from 9:00 a.m. to 7:00 p.m. with John

- summer holidays: 3 consecutive weeks with John over the course of July and/or August, with dates and times to be agreed on in writing by John and Carol by March 31 of each year
- spring break: Joe and Elizabeth will spend one-half of spring break with each parent with dates and times to be agreed on in writing by John and Carol by January 31 of each year
- winter break: Joe and Elizabeth will spend one-half of winter break with each parent, except that the children will spend one-half of Christmas Day and one-half of New Year's Day with each parent, with dates and times to be agreed on in writing by John and Carol by October 31 of each year
- Thanksgiving: from 9:00 a.m. to 2:00 p.m. with Carol
- Halloween: from 5:00 p.m. to 8:00 p.m. with John
- Easter weekend: Joe and Elizabeth will spend one-half of the Easter holidays with each parent, with dates and times to be agreed on in writing by John and Carol by March 1 of each year
- Victoria Day weekend: follow the regular parenting time schedule for Saturday and Sunday and alternate Victoria Day between even-numbered years for Carol and odd-numbered years for John
- Canada Day weekend: follow the regular parenting time schedule for Saturday and Sunday and alternate Canada Day between odd-numbered years for Carol and even-numbered years for John
- Labour Day weekend: follow the regular parenting time schedule for Saturday and Sunday and alternate Labour Day between even-numbered years for Carol and odd-numbered years for John
- other: If the holiday schedule results in Joe and Elizabeth spending 3 weekends in a row with the same parent, the other parent will have our children the weekend following the holiday weekend. This will result in each parent having our children for 2 weekends in a row.

If either parent needs to change these arrangements, we will discuss them and make any necessary changes. If we cannot agree on making changes, we will use the dispute resolution process set out in the dispute resolution section of this agreement.

Guardianship

We acknowledge that our responsibilities as guardians include:

- ♦ our children's physical care, health, and safety
- ♦ our children's emotional stability
- ♦ our children's changing needs as they grow and mature
- ♦ protecting our children so they are not exposed to harmful parental conflict that is prolonged or aggressive
- ♦ co-operating with each other to make decisions in our children's best interests
- ♦ respecting our children's relationship with each of us
- ♦ taking into account each child's wishes and feelings as circumstances change and as they develop

Information

We think it's important that both of us know about the important events and issues in the lives of our children. This includes things that happen while they're with the other guardian. That's why we agree that:

We will regularly share information with each other about our children's welfare, including their education and schoolwork, health and dental care, counselling, and other important issues.

We may both ask for and get information directly from our children's teachers, other school officials, healthcare providers, and any other person or institution involved with our children.

We may speak weekly by phone or in person to provide updates and to discuss issues about parenting our children. We will also communicate with each other by text and email as needed.

Decisions

We continue to share responsibility for making decisions about our children after separation. That's why we agree that:

Major decisions

We will make major decisions together, including decisions about education, healthcare, and religion. If we cannot agree on a major decision, we will use the dispute resolution process set out in the dispute resolution section of this agreement.

Day-to-day decisions

During their parenting time, that guardian can make day-to-day decisions about our children, including decisions about things like homework, bedtime, and chores.

Emergency decisions

In a health emergency, the guardian who is having parenting time with our children can make the decision about healthcare.

If a guardian makes an emergency health decision, they must immediately contact the other guardian.

Foreign travel

When needed, each parent will provide the other with a notarized (consent) letter setting out the dates on which the other parent is allowed to travel with Joe and Elizabeth and the location (i.e. country) to which the children may be taken.

Carol may apply for or renew a passport for Joe and Elizabeth, and John will co-operate in such an application or renewal.

The passports of Joe and Elizabeth will be kept by Carol and provided to John for the purpose of any agreed trips abroad. Carol must give John the passports for Joe and Elizabeth 7 days before the departure date for any agreed on travel.

The parent travelling with our children can make emergency health decisions for the children.

In the event that either guardian dies and has not appointed a guardian to look after the children upon their death, the surviving guardian(s) will be the only guardian(s) of the child.

Child Support

We're financially responsible for our children after we separate. It's important that our children's needs are met. That's why we agree that:

Agreement on Federal Child Support Guidelines income ("Guideline income")

John's gross annual (yearly) income for determining child support under the Federal Child Support Guidelines is \$60,000

Carol's gross annual (yearly) income for determining child support under the Federal Child Support Guidelines is \$45,000

Child support will be determined under the Federal Child Support Guidelines. John will pay monthly child support of \$910, starting on May 1, 2017. John will pay the child support to Carol every month on the first day of each month.

Special or extraordinary expenses

We will share the costs of special or extraordinary expenses for our children in proportion to each of our Guideline incomes: that is, John will pay 60%, and Carol will pay 40% of these special expenses.

When calculating our share of any special or extraordinary expenses, we will take into account any tax benefit or subsidy for the expense.

In addition to the child support payments under the Child Support Guidelines set out in this Agreement, John will pay to Carol the sum of \$173.14 per month for special expenses for the children on the 1st of the month starting January 1, 2017, calculated as follows:

Child's name	Type of expense	Total amount of expenses	Date of expenses	\$ amount of (paying parent's) contribution
Joe Smith	Soccer registration fees	\$1,250/7 months	September 1 to March 31	\$750/7 months (\$107.14 per month)
Elizabeth Smith	Gymnastics registration fees	\$1,100/10 months	September 1 to June 30	\$660/10 months (\$66 per month)

We also agree to share the following special or extraordinary expenses:

- a) all costs of education except:
 - i) regularly recurring expenses, such as clothing, food, and transportation to and from school;
 - ii) any school-sponsored field trips costing less than \$100; and
 - ii) any sport or recreational activity that is not school-sponsored
- b) other future expenses that John and Carol agree to qualify as special or extraordinary expenses, or such expenses that are determined to be special or extraordinary expenses after going through dispute resolution as set out in this agreement.

By May 31st of each year we will review all expenses and payments. We will make sure that each of us has paid their share of the special or extraordinary expenses for the previous year as set out in this agreement. If one of us has not paid their share, they will pay the amount owed to the other within 30 days.

When child support ends

The child support we agreed to will end when any of our children:

- get married,
- are self-supporting, or
- are 19 years of age.

If a child of ours who meets any of the conditions above cannot support themselves because of illness, disability, or the pursuit of education, we will review. Child support for that child will then be determined based on our child's actual and reasonable needs and expenses, minus the amount that our child can be expected to contribute to their own support.

Sharing information and reviews

By May 31st of each year we will provide each other with our tax assessment from the previous year, or with any other information and documents needed to confirm that the right amount of child support is being paid.

Obligation to notify

We will inform each other about any material change of circumstances (significant changes that lower or raise our incomes, our expenses, or our ability to pay our expenses) that may affect our child support obligations.

Medical and Dental Expenses

We will make decisions about medical issues together whenever possible. If our child needs urgent medical care, the guardian our child is with at the time will decide what is in our child's best interest. That guardian will inform the other guardian as soon as possible.

We're financially responsible for our children after our separation. It's important that our children's needs are met. That's why we agree that:

John will maintain the medical, extended health, and dental insurance plan that is available through his employment to cover our children until the child support obligations under this agreement end.

We will share any additional amount above \$100 a year that must be paid in proportion to our incomes.

Sharing information and reviews:

By May 31st of each year, we will provide each other with our tax assessment from the previous year or with any other information and documents needed to confirm that the right amount of child support is being paid.

Obligation to notify:

We will inform each other about any material change of circumstances (significant changes that lower or raise our incomes, our expenses, or our ability to pay our expenses) that may affect our child support obligations.

Income

Spousal support

It's important that we share any financial advantages and disadvantages from our relationship and separation. It's also important that our standards of living aren't significantly different. That's why we agree that:

John will pay Carol spousal support of \$100 per month.

Spousal support is calculated using the Spousal Support Advisory Guidelines and is based on John's gross annual (yearly) income of \$60,000 and on Carol's gross annual (yearly) income of \$45,000 and the parties having two children.

Spousal support will be paid on the first day of each month starting on January 1, 2017. Spousal support will end on December 31, 2021.

All spousal support paid since January 1, 2017 will be:

- (a) included when calculating Carol's income for the years Carol received it, and
- (b) deducted when calculating John's income for those years.

Home and housing

Our home

It's important that each of us has a place to call home. That's why we agree that:

The property at 123 Fake Street in Vancouver, BC, is leased by Carol and John and is the family residence. Carol continues to live in the family residence. We will ask the landlord to put the lease in Carol's name as of January 1, 2017 and she will start paying all of the rent as of January 1, 2017.

If the landlord will not put the lease in Carol's name, Carol (the spouse who continues to live in the family residence) will be responsible for paying the rent and will pay John back any additional expenses related to living in the home.

Properties and Debts

Financial Assets

It's important that we divide our property, assets, and debts fairly. That's why we agree that:

We will equally divide the family property as of the date this agreement is signed. On that day, ownership will be transferred as follows:

Money from bank accounts:

\$11,000 in Carol's bank account with number 123456789 at the FakeAsset bank goes to Carol.

\$15,000 in John's bank account with number 987654321 at the SampleAsset bank goes to John.

The \$20,000 in the joint bank account with number 1357911 at the FakeFinancial bank will be divided equally between us.

Savings:

\$14,000 in John's savings/investment account number 24681012 at the FakeFinancial bank goes to Carol.

\$7,800 in Carol's savings/investment account number 333555777 at the FakeAsset bank goes to John.

RRSP

John will transfer \$15,000 from John's Registered Retirement Savings Plan (RRSP) to an RRSP in Carol's name in a spousal rollover under the Income Tax Act.

RESP

John will maintain the SampleAsset Registered Education Savings Plan (RESP) and be a trustee of the RESP Savings Account for Joe and Elizabeth. Any portion of the RESP not used for the benefit of the children by age 25 reverts to John, who is free to collapse the RESP and is responsible for the payment of any taxes arising from collapsing the RESP.

Balance and fairness:

The result of this dividing our financial assets is that John receives \$32,800 and Carol receives \$50,000 (including the \$15,000 RRSP spousal rollover). To achieve a fair division of property, John will pay an equalization payment of \$10,000 to Carol. The equalization payment is based on ensuring Carol has sufficient liquid assets and serves as a contribution towards the payment of debts for which Carol remains responsible.

The costs of sharing or transferring the property will be divided equally. We will take all the necessary steps to make sure that the property is transferred correctly and in a timely way. In general, the person in whose name the account, investment, or policy is registered will notify the institution to carry out the transfer. Both parties will fully cooperate to make sure that everything necessary is done to effect the transfer of property.

Pensions

It's important that we divide our pensions fairly. That's why we agree that:

John's Employment Pension

Carol is entitled to receive a share of John's pension benefits under FakePension Plan as provided under Part 6 of the BC Family Law Act.

The dates to use for calculating Carol's share (the entitlement dates) are from January 1, 2010 (date of marriage) to January 1, 2016 (date of separation).

If John receives any portion of Carol's share, John understands that share of the pension should be paid to Carol and that while it is in his possession, John holds that in trust for Carol and must immediately pay it to her.

Carol agrees to file the necessary forms for receiving that share.

Canada Pension Plan

- 1) Carol or John may apply for the division of unadjusted pensionable earnings under the Canada Pension Plan on the first anniversary of this Agreement or on a divorce, whichever event occurs first.
- 2) When this Agreement is signed, each of us will give the other a copy of each other's Social Insurance Number card and birth certificate.

Special possessions

It's important that we each keep certain things that have special meaning for us. That's why we agree that:

We will each keep the special things we value.

Carol will get the following possessions that have special meaning to her:

- 1) blue, yellow, and white painting by her grandmother of the sun setting over the water;
- 2) small heart-shaped diamond necklace given to her by her mother; and
- 3) Sun brand violin that she had as a child.

John will get the following possessions that have special meaning to him:

- 1) vinyl record player given to him by his father;
- 2) Canon 7s, 50mm f/0.95 collectible camera; and
- 3) his collectible hockey cards

Other possessions

It's important that we share our property and assets fairly and that our agreement is clear about how we'll do this. That's why we agree that:

All our possessions are family property and we will divide them or their value equally.

Carol will get the following possessions:

- 1) paisley set of dishes
- 2) small kitchen appliances (microwave, toaster oven, toaster)
- 3) household furniture (sofa and chair, beds)
- 4) large BBQ
- 5) family photo albums
- 6) personal books
- 7) personal papers and documents;
- 8) personal audio equipment (headphones, speakers)
- 9) all personal clothes
- 10) camping and hiking gear
- 11) technology (desktop computer, laptop, SLR Canon camera, Canon point-and-shoot camera, TV, her cell phone)

John will get the following possessions:

- 1) all tools
- 2) blue ringed dishes
- 3) small BBQ
- 4) personal photo albums and pictures
- 5) personal books
- 6) personal papers and documents
- 7) personal audio equipment (headphones, speakers)
- 8) all personal clothes
- 9) technology (iPad, small TV, his cell phone)
- 10) his bicycle and riding gear

The value of the possessions that Carol keeps is \$2,000 higher, so she will pay half of that amount to John.

We will take all the necessary steps to make sure that the possessions are transferred in a timely way.

We will cooperate with each other in the transfer. The costs of sharing or transferring the property will be divided equally.

Debts

It's important that we divide our debts fairly. That's why we agree that:

We have the following debts:

\$5,000 owed to SampleCreditCard Company. This debt is a joint debt

\$7,500 owed to FakeCar Company. This debt is in John's name.

We will divide these debts as follows:

Carol will pay \$3,000 to SampleCreditCard Company.

John will pay \$2,000 to SampleCreditCard Company.

John will pay \$7,500 to FakeCar Company.

Each of us will be responsible for the payment of our own personal financial obligations.

We will each do everything possible to make sure the other is not held responsible for a debt that one of us takes on under this agreement. If one of us pays a debt that the other has taken on under this agreement, we will pay them back.

Communication

Effective communication

It's important that we communicate effectively with each other during our separation. This will help us come to a sustainable and fair outcome. That's why we agree that:

We will communicate mainly online through MyLawBC. If needed, we will plan to meet in person. We will deal with practical day-to-day issues through email, text, and phone. We will always respond to each other within 5 calendar days, unless we agree otherwise.

Dispute resolution

It's important that we try to resolve disputes about the agreement as cooperatively as possible. That's why we agree that:

We will try our best to settle disputes cooperatively through discussion and negotiation. If we can't settle a dispute about the agreement through discussion and negotiation, we will try mediation. Alternatively, if our dispute relates to parenting issues, we may seek help from a Parenting Coordinator. We will share the costs of these processes as follows John will pay 60% of the costs and Carol will pay 40% of the costs.

If we can't resolve our dispute through mediation either of us can take further proceedings to try to resolve the dispute, including court proceedings.

Tax implications

We understand that our agreement may have tax implications for one or both of us. That is why we will get legal and/or financial advice.

Next steps

We agree that this agreement reflects a fair division of our property and debts. That is why we agree that we will cooperate to take the required steps to make this separation agreement legally binding.

Release

Except as otherwise provided in this agreement, each party gives up any claim against the other, to the other's property, estate, or to any right that may be claimed through the other.

Acknowledgements

This agreement has been fairly negotiated and represents our intentions and expectations. We each acknowledge that we:

- have read the entire agreement carefully;
- know and understand the contents of this agreement;
- are fully aware of the effect, purpose, and intent of this agreement; and
- are signing this agreement voluntarily without any undue influence or coercion by the other party or anyone else.

Agreement surviving divorce

When the other requests, we agree to cooperate to be served personally with a Notice of Family Claim regarding an undefended divorce or any similar type of document.

If either one of us applies for a divorce, that person will present this agreement to the Court on the express understanding by both of us that all of this agreement's covenants, terms, and provisions will survive the divorce and continue in full force and effect.

Changing the agreement

Any changes to this agreement must be made in writing and signed by both of us.

The law of British Columbia applies to this agreement unless we agree otherwise.

Please check before signing:

Carol Smith

- ☐ has consulted a lawyer and received independent legal advice about the agreement.
- ☐ knows that they can get independent legal advice about the agreement but has decided not to.

John Smith

- ☐ has consulted a lawyer and received independent legal advice about the agreement.
- ☐ knows that they can get independent legal advice about the agreement but has decided not to.

Agreed and signed

on date:

.....

(Name)

Witness:

on date:

.....

(Name)

Agreed and signed

on date:

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(Name)

Witness:

on date:

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(Name)