

FINANCIAL SEPARATION AGREEMENT

Location: _____ Effective Date: _____

PARTIES INFORMATION

Party A Full Name: _____

Party A Address: _____

Party A Contact (Phone/Email): _____

Party B Full Name: _____

Party B Address: _____

Party B Contact (Phone/Email): _____

RECITALS

WHEREAS, the Parties have been in a personal relationship and have accumulated assets and liabilities during the course of such relationship; and WHEREAS, the Parties now desire to separate their financial affairs on terms that are fair, binding, and enforceable under the laws of Australia.

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them herein: 'Assets' means all property, real and personal, owned by either Party individually or jointly. 'Liabilities' means all debts, obligations, and encumbrances incurred by either Party individually or jointly.

2. Purpose

The purpose of this Agreement is to set out the terms upon which the Parties agree to separate their financial affairs, including the division and settlement of Assets and Liabilities.

3. Disclosure

Each Party warrants that they have provided full and frank disclosure of all Assets, Liabilities, income, and financial resources to the other Party to the best of their knowledge and belief.

4. Division of Assets

The Parties agree to the following division of Assets: - Party A shall retain ownership of all Assets listed in Schedule A. - Party B shall retain ownership of all Assets listed in Schedule B. The Parties agree to execute all documents necessary to effect such division.

5. Settlement of Joint Debts

The Parties agree that all joint Liabilities shall be settled as follows: - Party A shall be responsible for all Liabilities listed in Schedule C. - Party B shall be responsible for all Liabilities listed in Schedule D. Each Party agrees to indemnify and hold harmless the other from any claims arising from their respective Liabilities.

6. Spousal Maintenance and Financial Support

Both Parties acknowledge that spousal maintenance or financial support is not sought or agreed upon under this Agreement, except as set out herein or mutually agreed in writing.

7. Mutual Release

Upon execution of this Agreement and completion of the division of Assets and settlement of Liabilities, each Party releases the other from all claims, demands, or liabilities arising out of the relationship, whether past, present, or future.

8. Legal Advice

The Parties acknowledge that they have been advised to seek independent legal advice prior to executing this Agreement, and each Party confirms that they have either obtained such advice or voluntarily waived the opportunity.

9. Enforceability

This Agreement is intended to be legally binding and enforceable under the laws of Australia. If any provision is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which it was executed.

11. Confidentiality

The Parties agree to keep the terms and existence of this Agreement confidential, except as required by law or mutually agreed in writing.

12. Amendments

Any amendment or variation to this Agreement must be in writing and signed by both Parties to be effective.

13. Dispute Resolution

If a dispute arises out of or in connection with this Agreement, the Parties agree to attempt to resolve it by mediation before commencing any legal proceedings.

14. Entire Agreement

This Agreement, including all attached Schedules, constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior agreements, whether oral or written.

15. Execution

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

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Date: _____

Date: _____

Original source of this document:

<https://templatesdocs-au.com/financial-separation-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://templatesdocs-au.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.