

# SAMPLE

Form No. DRL 170:17 Separation Agreement: Short Form; No Children; Support Provisions

## 1. 1

THIS AGREEMENT made between ....., residing at ..... Street .....,  
N.Y., herein called the Husband and ....., residing at ..... Street .....,  
N.Y., herein called the Wife.

WITNESSETH:

The parties were married on the ..... day of ....., 20.... in ....., New York. There has been no issue of the marriage and none is expected. In consequence of disputes and irreconcilable differences, the parties have heretofore separated and are now and for some time have been living apart. In view of their intention to live apart for the rest of their lives, they are desirous of settling their respective property rights and agreeing on terms for the Wife's support.

NOW THEREFORE the parties agree as follows:

1. The parties may and shall continue to live apart for the rest of their lives. Each shall be free from interference, direct or indirect, by the other as fully as though unmarried. Each may for his or her separate benefit, engage in any employment, business or profession he or she may choose.
2. The parties shall not molest or malign each other.
3. The parties have heretofore divided up their personal property to their mutual satisfaction. Hence forth each of them shall own and enjoy, independently of any claim or right of the other, all items of real and personal property of every kind, whether now or hereafter owned by him or her, with full power to dispose of the same as fully and effectually as if he or she were unmarried.
4. The Husband shall pay to the Wife, for her support, the sum of \$ ..... a month during the joint lives of the parties, and so long as the Wife does not remarry. The payments shall be made in advance on the first day of each month, commencing (here specify ). If the parties are divorced and the Wife remarries, the Husband's obligation to make these payments shall cease as of the date of the remarriage, but he shall be liable to the Wife for arrears. His estate shall likewise be liable for arrears, if any, existing at the time of his death.
5. The Wife hereby acknowledges that the foregoing constitutes a fair, reasonable and adequate

provision for her support, in lieu of, and in full and final settlement and satisfaction of, any and all rights that she now has or may hereafter have against the Husband for her support.

6. The parties mutually release each other from any and all claims and demands, except as otherwise herein provided.

7. Each party hereby waives and relinquishes any and all rights that he or she may now or hereafter have to share as spouse in the other party's estate, or to act as the legal representative thereof. It is the intention of the parties that this provision shall serve as a mutual waiver of the right of election to take against each other's last will and testament under the present or future laws of the State of New York or any other jurisdiction.2

8. Any claim or dispute arising out of or in connection with this agreement or any breach thereof shall be arbitrated by the parties under the rules then obtaining of the American Arbitration Association. The cost of arbitration shall be borne as the award may direct. The arbitration shall be held in ....., New York. The award shall be binding and conclusive on the parties, and shall be rendered in such form that judgment may be entered thereon in the highest court of the forum having jurisdiction thereof.

9. Nothing herein contained shall be construed to bar or prevent either party from suing for absolute divorce in any competent jurisdiction because of any past or future fault on the other's part. This agreement, if acceptable to the court, shall be incorporated by reference in the decree that may be granted in any such divorce action. Notwithstanding such incorporation, this agreement shall not be merged in the decree, but shall survive the same and shall be binding and conclusive on the parties for all time.

10. The Wife acknowledges that she has had the advice of counsel of her own, and that she is entering into this agreement voluntarily and with full knowledge of the Husband's income and property.

in Witness Whereof the parties have hereunto set their respective hands and seals this ..... day of ....., 20....

.....(L.S.)  
(Husband )

.....(L.S.)  
(Wife )

(Witnessed )

(Acknowledgments )