



We The People[®]

DOCUMENT PREPARATION SERVICES

**SEPARATION AGREEMENT WORKBOOK
WITH CHILDREN UNDER AGE 21**

Your Name _____ Male Female

Street Address: _____

(If you have a PO Box, put your PO Box address in Address 2 below. Put your physical address above.)

Address 2: _____

(If you have an apartment #, include it in Address 2).

City: _____ State: _____ Zip: _____ County: _____

Date of birth: _____ STATE of birth: _____

Social Security #: _____ Phone Number : _____

(If you do not have an SSN# write "NONE")

Your Annual Gross Income: \$ _____

(If blank, we will use \$0 as your annual gross income)

CUSTOMER SIGNATURE HERE: _____

SPOUSE Name _____ Male Female

Street Address: _____
(If your spouse has a PO Box, put your spouse's PO Box address in Address 2 below . Put your spouse's physical address above.)

Address 2: _____
(If your spouse has an apartment #, include it in Address 2).

City: _____ State: _____ Zip: _____ County: _____

Date of birth: _____ STATE of birth: _____

Social Security #: _____ Phone Number : _____
(If your spouse does not have an SSN# write "NONE")
(If you don't know your spouse's SSN# write "UNKNOWN")

SPOUSE Annual Gross Income: \$ _____
(If blank, we will use \$0 as your annual gross income)

DO YOU WANT US TO INCLUDE THE DIVISION OF ASSETS & DEBTS IN YOUR AGREEMENT? YES *or* NO

☞ If YES please fill out the Assets & Debts Workbook!

(**Assets** include automobiles, bank accounts & financial assets, business interests, pensions, retirement accounts, real estate, rented homes and other assets, stuff & personal property. **Debts** include mortgages, credit cards, car loans, student loans, etc.)

WHAT KIND OF WEDDING CEREMONY? Religious *or* Civil

WHERE WERE THE PARTIES MARRIED?

(city) _____, (state) _____, (county) _____

DATE OF MARRIAGE: _____

KIDS 21 YEARS OLD OR OLDER OF THIS MARRIAGE? Yes No

If YES, How many children 21 years old or older? _____

HOW WILL YOU FILE TAXES? Jointly *or* Separately

IMPORTANT QUESTIONS ABOUT FAMILY COURT!

Are you currently involved in any pending family court litigation about custody, visitation, child support, or spousal maintenance? Yes* *or* No

If you are currently involved in any family litigation about custody, visitation, child support or maintenance, please answer the following questions:

COUNTY WHERE FAMILY COURT ACTION IS PENDING? _____

DOCKET NUMBER(S) OF ALL PENDING CASES? _____

ISSUES BEING LITIGATED?

Custody Visitation Child Support Alimony/Spousal Maintenance Other _____

* additional processing fees apply

IF THE ABOVE PENDING FAMILY COURT MATTER BECOMES FINALIZED, YOU MUST SUBMIT A COPY OF THE FINALIZED FAMILY COURT ORDER TO OUR OFFICE WITHIN 3 BUSINESS DAYS OF THE DATE OF THE ORDER (fax, email or drop off). PLEASE NOTE, WE WILL NEED TO RETYPE SOME OR ALL OF YOUR AGREEMENT TO REFLECT THE NEW COURT ORDER INFORMATION AND THERE WILL BE AN ADDITIONAL CHANGE FEE.

CUSTOMER SIGNATURE HERE: _____

DO YOU HAVE ANY EXISTING WRITTEN AGREEMENTS? Yes No

(Separation/Settlement Agreement, Pre-Nuptial, Memorandum of Understanding signed & notarized by both parties)

☞ **If NO, SKIP the rest of this page**

☞ **If YES, was the existing written agreement filed in court:** Yes or No?

☞ **If NO, you must provide us with the ORIGINAL agreement**

☞ **If YES, you must provide us a COURT STAMPED COPY of the agreement**

IF YOU HAVE AN EXISTING AGREEMENT, *CHOOSE ONLY ONE OPTION BELOW*

OPTION #1 AMEND EXISTING AGREEMENT: Change terms or add a child or children of this union that are not listed in your existing agreement or ADD Assets & Debts not mentioned in your existing agreement. You might not have a "complete" agreement; you might be missing a new child of this union or you might have reserved Child Support for a later date. We will prepare an Amendment to your existing agreement based on your remaining workbook choices] Additional Fee =\$349 Continue to next pages.

OPTION #2 TERMINATE EXISTING AGREEMENT & MAKE A NEW AGREEMENT: If you choose this option we will create a new agreement that will terminate and discontinue your old agreement and your new agreement will be based on your remaining workbook choices. (Additional fees = \$349) Continue to next pages.

OPTION #3 KEEP TERMS OF MEMORANDUM OF UNDERSTANDING. We have a memorandum of understanding & I want the terms of our MOU incorporated into a separation agreement. I require an AGREEMENT BE PREPARED TO KEEP ALL THE TERMS OF OUR MOU. Continue to answer the remaining workbook questions to match your existing MOU & we will create your new agreement based on your remaining choices (Additional fees = \$349 apply) Continue to next pages.

OPTION #4 TERMINATE TERMS OF MEMORANDUM OF UNDERSTANDING. We have an MOU & I want all the terms Terminated. I request an agreement be prepared to Terminate all the terms of our MOU & I request a new agreement be prepared based on my remaining workbook choices. Continue to answer the remaining questions (Additional fees = \$349 apply). Continue to next pages.

OPTION #5 DISREGARD TERMS OF MEMORANDUM OF UNDERSTANDING - We have a memorandum of understanding. However, both parties agree to disregard the MOU, so the new agreement will be prepared based on your remaining workbook choices. Continue to next page.

CUSTOMER SIGNATURE HERE: _____

WARNING ABOUT KIDS SOCIAL SECURITY NUMBERS:

You MUST disclose your children's Social Security Numbers in the agreement.

If you do not know your children's Social Security Numbers, write "UNKNOWN"

If your children do not have Social Security Numbers, write "NONE"

#1 CHILD'S NAME	Birth Date	Social Security Number

#1 Child's Current Address:

#2 CHILD'S NAME	Birth Date	Social Security Number

#2 Child's Current Address:

#3 CHILD'S NAME	Birth Date	Social Security Number

#3 Child's Current Address:

#4 CHILD'S NAME	Birth Date	Social Security Number

#4 Child's Current Address:

CUSTOMER SIGNATURE HERE: _____

PAY OR RECEIVE TEMPORARY SPOUSAL MAINTENANCE (alimony)?

Yes or No

☞ If **NO**, **SKIP the rest of this page**

☞ If **YES**, answer the questions below & then choose **OPTION #1** or **OPTION #2**

IS THE MAINTENANCE PAYOR'S INCOME OVER \$192,000? Yes No

☞ If **YES**, answer the question below:

APPLY the \$192,000 **maintenance cap** for temporary maintenance calculations & agreement
OR

WAIVE the \$192,000 **maintenance cap** for temporary maintenance calculations & agreement

OPTION #1: STATE GUIDELINE LAW TEMPORARY MAINTENANCE

YOU shall **PAY OR** **RECEIVE** temporary maintenance pursuant to the amount determined by the *New York State Maintenance Guidelines Law*

AND

Starting Date: _____

AND

Temporary Maintenance paid *directly* between the parties.

OPTION #2: DEVIATION TEMPORARY MAINTENANCE AGREEMENT

YOU shall **PAY OR** **RECEIVE** Temporary maintenance in the agreed amount of:

How much \$ _____ **per month?**

AND

Starting Date: _____

AND

Temporary Maintenance paid *directly* between the parties.

CUSTOMER SIGNATURE HERE: _____

PAY OR RECEIVE POST-DIVORCE SPOUSAL MAINTENANCE (ALIMONY)?

Yes or **No**

☞ If **NO**, **SKIP** the rest of this page

☞ If **YES**, answer the questions below & then choose **OPTION #1** or **OPTION #2**

IS THE MAINTENANCE PAYOR'S INCOME OVER \$192,000? **Yes** **No**

☞ If **YES**, answer the question below:

APPLY the \$192,000 **maintenance cap** for maintenance calculations & agreement
OR

WAIVE the \$192,000 **maintenance cap** for maintenance calculations & agreement

OPTION #1: STATE GUIDELINE LAW POST-DIVORCE SPOUSAL MAINTENANCE

YOU shall **PAY OR** **RECEIVE** post-divorce spousal maintenance pursuant to the amount determined by the *New York State Maintenance Guidelines Law*

AND

Starting Date: _____ and continuing for the amount of time determined by the *New York State Maintenance Guidelines Law*

AND

Temporary Maintenance paid *directly* between the parties.

OPTION #2: DEVIATION POST-DIVORCE SPOUSAL MAINTENANCE AGREEMENT

YOU shall **PAY OR** **RECEIVE** post-divorce spousal maintenance in the agreed amount of:

How much \$ _____ **per month?**

AND

Starting Date: _____ **& Ending Date:** _____

AND

Temporary Maintenance paid *directly* between the parties.

CUSTOMER SIGNATURE HERE: _____

HEALTH INSURANCE FOR THE CHILDREN

(A) Which parent will be the legally responsible relative who will be ordered by the Court to provide health insurance for the kids?: **YOU** OR **SPOUSE**
(CHOOSE ONLY ONE PARENT)

If no health plans are available to the parties through their employment, the above selected parent or the **custodial** parent shall apply to the state sponsored health insurance plan for coverage for the unemancipated children of the marriage. Any costs for this state sponsored insurance for the kids shall be divided 50% - 50% between the parties.

(B) What is the *cost* of the kid's health insurance? \$ _____ per month.

(C) Who will *pay* for the cost of the kid's health insurance premiums?

YOU OR **SPOUSE** OR **50% - 50% Split** OR **Pro-Rata Split**

(D) Who will pay for the kid's *un-reimbursed* health-related expenses?

(Health-related expenses *not* covered by insurance: co-pays, prescriptions, dental, orthodontic, etc.)

YOU OR **SPOUSE** OR **50% - 50% Split** OR **Pro-Rata Split**

☞ Complete all the information below for the kid's current health insurance.

☞ If the child has no health insurance now, write "NONE"

1. NAME OF HEALTH INSURANCE COMPANY: _____

2. ADDRESS OF HEALTH INSURANCE COMPANY:

ADDRESS: _____

(If address is unknown - we will prepare your documents stating "unknown" or blank)

3. ID NUMBER OF HEALTH INSURANCE: _____

(If ID number is unknown - we will prepare your documents stating "unknown" or blank)

4. NAME OF EMPLOYER/STATE PROVIDING THE POLICY: _____

5. TYPE OF COVERAGE (MEDICAL / DENTAL / BOTH): _____

CUSTOMER SIGNATURE HERE: _____

CUSTODY OF THE MINOR CHILDREN (UNDER AGE 18)

ARE THERE ANY **COURT ORDERS ABOUT CUSTODY** OF THE KIDS?
 Yes **No**
 ☞ If **YES**, attach a copy of the Order, signed by a judge, and **SKIP** to the Visitation section on page 7)

	YOU	SPOUSE	JOINT
PHYSICAL CUSTODY TO: (WHO WILL THE KIDS LIVE WITH MOST OF THE TIME?)			
LEGAL CUSTODY TO: (WHO MAKES MAJOR DECISIONS FOR THE KIDS E.g.: health, education, religion?)			

IF JOINT PHYSICAL CUSTODY*, ANSWER THIS:

☞ (If not, **SKIP** the rest of this page)

Please describe in detail the Joint Physical Custody Arrangement:

The Joint Physical Custody arrangement shall be as follows:

VISITATION

WITH THE MINOR CHILDREN (UNDER AGE 18)

ARE THERE ANY **COURT ORDERS ABOUT VISITATION** WITH THE KIDS?

Yes **No**

☞ If **YES**, attach a copy of the Order, signed by a judge, and **SKIP** the rest of this page.

VISITATION OPTION #1:

✓ **REASONABLE VISITATION** to the parent without primary physical custody.

☞ (If you choose this option, **SKIP** the rest of this page)

VISITATION OPTION #2:

✓ Write a **SIMPLE VISITATION SCHEDULE** for the *non-custodial parent*:

VISITATION OPTION #3:

✓ Create a **DETAILED VISITATION SCHEDULE** for the *non-custodial parent*:

- A. Every other weekend beginning at _____ p.m. Friday, and ending at _____ p.m. Sunday.
- B. Midweek visit from _____ to _____
- C. Mother's Day Father's Day from _____ a.m to _____ p.m.
- D. Every other major holiday, (i.e.: Easter, Thanksgiving, Xmas Eve/Day),
from _____ a.m. to _____ p.m.
- E. Child(ren)'s birthday(s) from _____ a.m to _____ p.m.
- F. Mother's Father's birthday from _____ a.m to _____ p.m.
- G. Mother Father shall have the children for _____ weeks during summer vacation.
- H. All visitation arrangements shall be confirmed at least 12 hours in advance.
- I. Mother Father shall not remove the child(ren) from this State without prior written consent.
- J. Mother Father shall not remove the children from this County without prior written consent.
- K. Mother Father shall provide transportation for visitation.
- L. Other: _____

CUSTOMER SIGNATURE HERE: _____

CHILD SUPPORT

WHO GETS TO CLAIM THE CHILDREN AS A CHILD TAX CREDIT?:

YOU or SPOUSE or Every Other Year or Other: _____

ARE THERE ANY *COURT ORDERS ABOUT CHILD SUPPORT*?

Yes No (If *YES*, please attach a copy of the Order, signed by a judge and **SKIP TO THE NEXT PAGE**)

IS THE PARTIES *COMBINED INCOME OVER \$154,000*?: YES OR NO

☞ If *NO*, skip to the next box

☞ If *YES*, answer the question below:

Calculate child support using the CSSA \$154,000 income cap on the parties combined income.

or

Calculate child support based on the parties entire combined income.

NOTICE: The parties' **GROSS** income is the total amount that a party is paid or that parties' total salary **BEFORE** any taxes or deductions for health insurance or other benefits are taken. You understand and agree that we will calculate the parties' AGI (adjusted gross income) amount for child support and maintenance purposes based on the estimated current tax withholding rates of 7.65% (6.2% for social security tax and 1.45% for Medicare tax) that are generally withheld for most taxpayers.

CUSTOMER SIGNATURE HERE: _____

THERE ARE 3 CHILD SUPPORT OPTIONS TO CHOOSE FROM!
☞ PLEASE PICK ONLY ONE CHILD SUPPORT OPTION BELOW:

CHILD SUPPORT OPTION #1: COURT ORDER

✓ There is already a **COURT ORDER** about child support.

☞ (If there is an existing court order for child support, **SKIP** to page 14!)

CHILD SUPPORT OPTION #2: STATE GUIDELINES

✓ Child support shall be based on **STATE GUIDELINES** in the Child Support Standards Act:

1 child = 17% of the non-custodial parents adjusted gross income
2 children = 25% of the non-custodial parents adjusted gross income
3 children = 29% of the non-custodial parents adjusted gross income
4 children = 31% of the non-custodial parents adjusted gross income
5+ children = 35% of the non-custodial parents adjusted gross income

AND Child support payments shall be made directly to the other spouse.

CHILD SUPPORT OPTION #3: DIFFERENT FROM STATE GUIDELINES

✓ The parties want child support that is **DIFFERENT FROM THE STATE GUIDELINES** in the Child Support Standards Act:

YOU will pay directly to the other party the following child support:

OR

SPOUSE will pay directly to the other party the following child support:

AMOUNT OF CHILD SUPPORT:

\$ _____ every: week or bi-weekly or monthly

CUSTOMER SIGNATURE HERE: _____

**👉 FILL OUT THIS PAGE ONLY FOR OPTION #3.
OTHERWISE, SKIP THIS PAGE**

The parties want a child support amount that differs or deviates from the NY State Child Support Guidelines in the Child Support Standards Act for the following reasons:

- The right of the parties to contract**
- To avoid litigation and in the spirit of compromise**
- The fact that the parties agree, and this will help everyone involved**
- The nonmonetary contributions that the non custodial parent will make toward the care and well-being of the children (DRL § 240(1-b)(f)(5))
- The fact that the parties agree that the children's reasonable needs such as food, clothing, shelter, and all other expenses related to the children are being met.
- The fact that this is in the best interest of the child(ren)
- The financial resources of the custodial and non-custodial parent (DRL § 240(1-b)(f)(1))
- The physical & emotional health of the child and his/her special needs and aptitudes (DRL § 240(1-b)(f)(2))
- The standard of living the kids would have enjoyed if the marriage had not ended (DRL § 240(1-b)(f)(3))
- The tax consequences to the parties (DRL § 240(1-b)(f)(4))
- The educational needs of the parents (DRL § 240(1-b)(f)(6))
- The gross income of one parent is substantially less than the other parent's (DRL § 240(1-b)(f)(7))
- The needs of the children of the non-custodial parent for whom the non-custodial parent is providing support who are not subject to the instant action and whose support has not been deducted from income pursuant to subclause (D) of clause (vii) of subparagraph five of paragraph (b) of this subdivision, and the financial resources of any person obligated to support such children, provided, however, that this factor may apply only if the resources available to support such children are less than the resources available to support the children who are subject to the instant action (DRL § 240(1-b)(f)(8))
- Provided that the child is not on public assistance (i) extraordinary expenses incurred by the non-custodial parent in exercising visitation, or (ii) expenses incurred by the non-custodial parent in extended visitation provided that the custodial parent's expenses are substantially reduced as a result thereof (DRL § 240(1-b)(f)(9))
- Other information which would help support the request for a child support amount that *deviates* from the guidelines set in the Child Support Standards Act (CSSA)?:

CUSTOMER SIGNATURE HERE: _____

CHILD SUPPORT ADD-ONS IN ADDITION TO CHILD SUPPORT

NO DAY CARE OR CHILD CARE EXPENSES TO DIVIDE

OR choose one option below:

- DIVIDE 50% - 50%** all day care and child care costs
 PRO-RATA DIVISION of all day care and child care costs
 YOU _____ % AND SPOUSE _____ % division of day care and child care costs
 OTHER AGREEMENT: _____

NO EDUCATIONAL & EXTRAORDINARY EXPENSES TO DIVIDE

OR choose one option below:

- DIVIDE 50% - 50%** all educational & extraordinary expenses
 PRO-RATA DIVISION of all educational & extraordinary expenses
 YOU _____ % - SPOUSE _____ % division of educational & extraordinary expense
 OTHER AGREEMENT: _____

COLLEGE EXPENSES FOR THE KIDS

NOT APPLICABLE (college expenses for the kids is not an issue)

OR choose one option below:

- DIVIDE 50% - 50%** all college expenses for the kids
 PRO-RATA DIVISION of all college expenses for the kids
 YOU _____ % - SPOUSE _____ % division of all college expenses for the kids
 OTHER Agreement: _____

LIFE INSURANCE

NOT APPLICABLE (life insurance for the benefit of the kids is not an issue)

OR choose one option below:

- YOU** will have \$ _____ life insurance *or* use the \$ formula below*
 SPOUSE will have \$ _____ life insurance *or* use the \$ formula below*
 OTHER AGREEMENT: _____

* Apply this \$ formula to determine how much life insurance the carrying parent shall provide: *(multiply the non-custodial parent's child support obligation by the number of years remaining until the youngest child turns 21)*

CUSTOMER SIGNATURE HERE: _____