

## 1. **General Terms**

### *Domestic Contract*

- 1.1 Party 1 and Party 2 each acknowledges and agrees that this Agreement is a separation agreement entered into under section 54 of the *Family Law Act*, and is a domestic contract that prevails over all matters dealt with in the *Family Law Act*.

### *No Representations*

- 1.2 There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.

### *Reconciliation*

- 1.3 If Party 1 and Party 2 agree to try and reconcile their relationship but they cohabit for no longer than 90 days, this Agreement will not be affected. If they cohabit for more than 90 days, this Agreement will become void, except that any transfers or payments made to that time will not be affected or invalidated.

### *Invalidity of Terms*

- 1.4 Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

### *Headings*

- 1.5 The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.

### *Divorce*

- 1.6 Either party may proceed with an Application for Divorce on the grounds of separation for one year from [date of separation]. The other party will cooperate with the service of the Application. The divorce will proceed on an uncontested basis.

1.7 The costs of any application for a divorce judgment or order shall be paid by the party who initiates the divorce process.

1.8 If a divorce judgment or order issues, all of the terms of this Agreement will continue.

*Laws of Ontario*

1.9 The interpretation of this Agreement is governed by the laws of Ontario.

*Binding on Estate*

1.10 This Agreement survives the death of Party 1 and Party 2 and enures to the benefit of and binds Party 1 and Party 2's heirs, executors, estate trustees, personal representatives and assigns.

*Amendments in Writing*

1.11 Any amendments to this Agreement must be in writing, signed by the parties, dated and witnessed.

*Sign Any Documents*

1.12 Party 1 and Party 2 will sign any documents necessary to give effect to this Agreement.

*Financial Disclosure*

1.13 Party 1 and Party 2 have disclosed their income, assets and other liabilities existing at the date of marriage, separation and the date of this Agreement. Each is fully and completely satisfied that they have obtained all the disclosure necessary to enter into this Agreement and each hereby waives his or her right to any further disclosure of income, assets or liabilities from the other party.

1.14 The parties acknowledge that section 56(4)(a) of the *Family Law Act*, that provides as follows:

"56(4) A court may, on application, set aside a domestic contract or a provision in it,

a) if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made."

**OR**

- 1.15 Party 1 and Party 2 acknowledge that they have not exchanged their supporting documentary evidence for their sworn Financial Statement. Regardless, each is fully and completely satisfied and waives his or her right to any further disclosure of income, assets or liabilities from the other party.
- 1.16 The parties acknowledge that section 56(4)(a) of the Family Law Act, that provides as follows:

“56(4) A court may, on application, set aside a domestic contract or a provision in it,

(a) if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made.”

*Failure to Insist*

- 1.17 Party 1 or Party 2's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.

*Costs*

- 1.18 The parties will pay their own costs for the negotiation and preparation of this Agreement.

*Independent Legal Advice*

- 1.19 Party 1 has had independent legal advice from

\_\_\_\_\_.

- 1.20 Party 1:

- (a) understand his respective rights and obligations under this Agreement and its nature and consequences;
- (b) acknowledge that this Agreement is fair and reasonable;
- (c) acknowledge that they are not under any undue influence or duress; and
- (d) acknowledge that both are signing this Agreement voluntarily.

1.21 Party 2 has had independent legal advice from

\_\_\_\_\_.

1.22 Party 2:

- (a) understand his respective rights and obligations under this Agreement and its nature and consequences;
- (b) acknowledge that this Agreement is fair and reasonable;
- (c) acknowledge that they are not under any undue influence or duress; and
- (d) acknowledge that both are signing this Agreement voluntarily.

*Consent*

1.23 Where consent is required under this Agreement, it will not be unreasonably withheld.

*Effective Date*

1.24 The effective date of this Agreement is the date on which the latter party signs it.

**Disclaimer** : This document provides assistance to lawyers working in family law. This document does not establish, indicate or create the standard of care for lawyers. This document is not a comprehensive analysis of any of the topics discussed, and readers should conduct their own appropriate legal research.

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