

THIS AGREEMENT is dated for reference July _____, 2020.

BETWEEN:

John Doe
123 rairie Valley Road
Summerland, B.C. V0H 1Z7

(“John”)

AND:

Jane Doe
286 Wayne Court
Victoria, BC V6H 2G7

(“Jane”)

RECITALS:

- A. John and Jane were never married but lived together for approximately ___ year(s);
- B. John and Jane have been living separate and apart since 2008 (the “Separation Date”) and intend to continue to do so;
- C. John and Jane have no children;
- D. John was born on _____ in _____, British Columbia and is currently ___ years old;
- E. Jane was born on January 16, 1972 in Newcastle New, Brunswick and is currently 48 years old;
- F. John is currently employed as a consultant Director of Sales and earns approximately \$170,000.00 per annum;
- G. Jane is employed as a Data Analyst and earns approximately \$\$90,000.00 per annum.
- H. The parties have divided their family property and accounted for any family debts to their mutual satisfaction.
- I. John and Jane are financially self-sufficient.

GENERAL

- J. John and Jane intend this Agreement to be:
 - (a) a final settlement of each of the parties’ respective rights in or to the property of the other or to the property held by them jointly;

- (b) a final settlement of spousal support; and
- (c) a final settlement that fully resolves adjustments with respect to:
 - (i) disabilities or advantages and disadvantages arising out of the marriage or otherwise between them;
 - (ii) the needs of each of them to become and remain economically independent and self-sufficient; and
 - (iii) all issues otherwise arising out of their marriage.
- K. John and Jane have each been fully advised and informed by their respective solicitors, of their respective rights and liabilities towards and against each other and regarding the property and the estate of the other.
- L. John and Jane have been fully advised as to their entitlement to discovery and other legal means by which they may obtain further information with respect to the other's property and financial affairs.
- M. John and Jane are aware of the provisions of the *Family Law Act*, and specifically the provisions of Parts 5 and 6 respecting division of family property and debt.
- N. It is the desire of John and Jane to settle all maintenance and family property matters between them pursuant to the terms of this Agreement in contemplation of corollary relief pursuant to the *Divorce Act* (Canada) and in contemplation of claims pursuant to the *Family Law Act*.
- O. John and Jane have been fully advised by independent counsel, of the law pertaining to the setting aside of separation agreements including but not limited to non-disclosure, fraud, misrepresentation, coercion, duress, undue influence and unconscionability.
- P. John and Jane have been advised of each other's financial situation, estate and prospects and enter into this Agreement without undue influence, fraud or coercion and each has received independent legal advice from his or her own lawyer regarding the legal effect of this Agreement and the alternatives to signing this Agreement.
- Q. John and Jane are aware that the law provides for judicial intervention in some circumstances if this Agreement is found to be significantly unfair now or in the future. However, neither party intends to invoke the discretion of the Court to review the fairness of this Agreement, to set it aside under section 93 of the *Family Law Act*.
- R. John and Jane each acknowledge that each of their respective lawyers have explained his or her entitlement to division of property and debt under the *Family Law Act* and specifically advised him or her about family property, family debts and excluded property.
- S. John and Jane further acknowledge that each of their respective lawyers has explained what he or she would be entitled to by way of division of property under the *Family Law Act* in the absence of this Agreement.
- T. John and Jane confirm that:
 - (a) each of them relies on this Agreement to be enforced according to its terms;

- (b) each of them has considered the provisions of the *Family Law Act*; and
- (c) neither of them would have entered into this Agreement had it been anticipated that the other would ever apply to set aside this Agreement.

THEREFORE, John and Jane agree as follows:

CONFIRMATION OF RECITALS

1. The recitals of this Agreement form part of this Agreement.
2. John warrants the statements of fact contained in the Recitals as they relate to his specific circumstances are true, and acknowledges that Jane is relying on them and that they form part of this Agreement.
3. Jane warrants the statements of fact contained in the Recitals as they relate to her specific circumstances are true, and acknowledges that John is relying on them and that they form part of this Agreement.

SEPARATE AND APART

4. The parties shall continue live separate and apart and be free from the control of each other.
5. The parties shall respect the privacy of the other.

PROPERTY

Separate Property

6. In 2007, Jane purchased the property located at 133 Prairie Valley Road, Summerland, B.C., more particularly described as:

P.I.D.: 005-940-124 Lot 4 District Lot 1475 Osoyoos Division Yale District Plan 7548

(The “Prairie Valley Property”) but moved out of the property in or about 2008.
7. Since 2007, Randy has been living in the Prairie Valley Property and has paid Jane money so that she could pay the mortgage in favour of MCAP, property taxes, insurance and utilities.
8. Jane shall transfer all her right, title and interest in and to the Prairie Valley Property, to John as a gift. There shall be no consideration paid by John to Jane for the transfer.
9. Other than the Prairie Valley Property the parties agree that each shall keep all other real property, personal property, vehicles, private pensions, RRSPs and chattels currently in their name and/or possession, free and clear from any claims by the other.

Canada Pension Plan Benefits and Old Age Security

10. The parties' unadjusted pensionable earnings under the Canada Pension Plan will not be divided under ss. 55, 55.1 and 55.2 of the *Canada Pension Plan* (Canada).
11. Neither party will apply for division of the parties' unadjusted pensionable earnings.

12. A party who makes an application in breach of this Agreement must indemnify the other for all losses and costs arising from the application.
13. John gives up forever any claim to an interest or share in Jane's Old Age Security benefits.
14. Jane gives up forever any claim to an interest or share in John's Old Age Security benefits.

Household Contents

15. John and Jane agree they have divided the household contents to their mutual satisfaction.

Other Property

16. Except as otherwise set out herein, each party shall retain all property in his and her possession as his or her sole and separate property, including but not limited to any personal clothing, jewellery, recreational equipment, and the like.

Existing Liabilities and Future Debts and Liabilities

17. John shall be solely responsible for all debts in his name.
18. Jane shall be solely responsible for all debts in her name.
19. From the date of this Agreement, neither John nor Jane shall:
 - (a) pledge the credit of the other for necessities or for any other purpose or thing; or
 - (b) bind the other party for debt as agent or otherwise incur any debts, liabilities or obligations in the name of the other.
20. Neither John nor Jane shall incur any debts, liabilities or obligations in the name of the other, and from this date forward, shall indemnify and protect the other from all debts, liabilities and obligations which he or she may incur.

SPOUSAL SUPPORT WAIVER

21. Notwithstanding any change in circumstances no matter how unforeseen or radical:
 - (a) neither party will claim interim or permanent support from the other; and
 - (b) each party gives up forever any claim for support against the other.
22. The parties will be responsible for their own respective personal expenses.
23. For greater certainty John and Jane confirm that neither party will claim spousal support whether contractual, compensatory or non-compensatory nor any other form of compensation from the other based on actual or perceived economic prejudice suffered by reason of the relationship.
24. This Agreement benefits and binds John and Jane and their personal representatives and assigns.
25. For greater certainty, each of John and Jane acknowledge and declares that:

- (a) they have negotiated this Agreement in an unimpeachable fashion and that the terms of this Agreement fully represent their intentions and expectations;
 - (b) they have had, or waived, independent legal and tax advice and all the disclosure they have requested and require to understand the nature and consequences of this Agreement, and to come to the conclusion, as they do, that the terms of this Agreement, including the release of all spousal support rights, reflect an equitable sharing of the economic consequences of their relationship and its breakdown;
 - (c) the terms of this Agreement substantially comply with:
 - (i) the overall objectives of the *Divorce Act* and the *Family Law Act* in accordance with the independent legal advice each of them has received; and
 - (ii) the objectives of spousal support under section 152.2(6) of the *Divorce Act* and section 160 of the *Family Law Act (BC)*, being as follows:
 - a. recognize any economic advantages or disadvantages to the spouses arising from the marriage relationship or its breakdown;
 - b. apportion between the spouses any financial consequences arising from the care of any child of the relationship over and above any obligation for the support of any child of the relationship;
 - c. relieve any economic hardship of the spouses arising from the breakdown of the marriage relationship; and
 - d. in so far as practicable, promote the economic self-sufficiency of each spouse within a reasonable period of time.
 - (d) they require the courts to respect their autonomy to achieve certainty and finality in their lives;
 - (e) the terms of this Agreement, and in particular, this release of spousal support reflect each party's own particular objectives and concerns, and are intended to be a final and certain settling of all spousal support issues between them. Among other considerations they are also relying on this spousal support release, in particular, upon which to base their future lives.
26. Nothing in this Agreement revives or establishes any claim for contractual, compensatory, or non-compensatory support.
27. Despite a material change in circumstances, neither party will apply to court to vary the Spousal Support terms of this Agreement.
28. Each of John and Jane wish to be able to pursue their separate and independent lives, no matter what changes may occur. John and Jane have considered that either or both of them may lose their jobs, become ill and unable to work, find their financial resources diminished or exhausted whether through their own fault or not, or be affected by general economic and family conditions changing over time. Any changes in their circumstances may be catastrophic and unanticipated. Nevertheless, no change, no matter how extreme or consequential for either or both of them, will alter this Agreement and their view that the terms of this Agreement reflect their intention to always be separate financially. John and Jane fully accept that no change whatsoever in either or

both of their circumstances will entitle them to spousal support beyond what is considered in this Agreement, from the other, now and forever.

INDEMNITY

29. Without limiting or restricting the operation of any other provision of indemnity contained in this Agreement, each of John and Jane agrees that they shall indemnify and save the other harmless from any liability, costs, (including without limitation legal and accounting costs), expense or loss arising, directly or indirectly, from any failure by him or her to comply with the terms of, or any breach by, him or her of this Agreement.

COURT PROCEEDINGS AND COSTS

30. If either John or Jane commences proceedings with respect to their property, spousal support, or responsibilities to the other, this Agreement must be filed or exhibited in the proceedings, and may be raised as a defence to the proceedings.
31. This Agreement shall be tendered in evidence on the trial of any action pertaining to the marriage of John and Jane as evidence and the parties intend that this Agreement shall constitute conclusive disposition of the respective rights and obligations of the parties, and be binding upon each of them.

AGREEMENT TO BE BINDING UPON THE PARTIES AND THEIR ESTATES

32. This Agreement shall benefit and be binding on John and Jane respective estates, their respective heirs, successors, executors, administrators and assigns.

ACKNOWLEDGEMENTS AND RELEASES

33. Except as provided for herein, this Agreement is a full and final settlement of all issues between John and Jane and all rights and obligations arising out of their marital relationship.
34. John releases any claims which, except for this Agreement, he would have to or against Jane's estate or to the administration of Jane's estate and agrees that Jane's estate shall be distributed as if he predeceased Jane. John shall not make any claim to or against the estate of or to the administration of the estate of Jane.
35. Jane releases any claim which, except for this Agreement, she would have to or against John's estate or to the administration of John's estate and she agrees that John's estate shall be distributed as if she predeceased John. Jane shall not make any claim to or against the estate of or to the administration of the estate of John.
36. Except as provided in this Agreement, each of John and Jane waives and releases all claims at law, in equity, or by statute against the other and without limiting the generality of the foregoing, the *Family Law Act*, the *Divorce Act* (Canada), R.S.C., 1985, C.3, the *Wills Variation Act*, R.S.B.C. 1996, c.490, the *Estate Administration Act*, R.S.B.C. 1996, c.122, *Wills, Estate and Successions Act*, SBC 2009, c. 13 and any statutory amendments or replacements to the said acts, with respect to:

- (a) property and the payment of debt or assumption of liability;
- (b) spousal support;
- (c) succession rights; and
- (d) any other matter arising from their marriage except as provided for in this Agreement.

37. The only exception to the above is a claim for decree of divorce.

VARIATION OF AGREEMENT

38. The parties may vary this Agreement only by a written agreement executed in the same manner as this Agreement.

INTERPRETATION

39. Paragraph titles and subtitles are inserted for convenience only and shall not be considered for the purpose of interpretation or giving effect to the true meaning of this Agreement.

40. The law of British Columbia applies to this Agreement.

41. If any provision of this Agreement becomes illegal or unenforceable, all other provisions shall remain in force.

ENTIRE AGREEMENT

42. This Agreement represents the entire agreement between John and Jane relating to the terms of separation and divorce and it supersedes all previous agreements or understandings relating to such matters and is not subject to any terms, conditions, representations or warranties contained in other agreements.

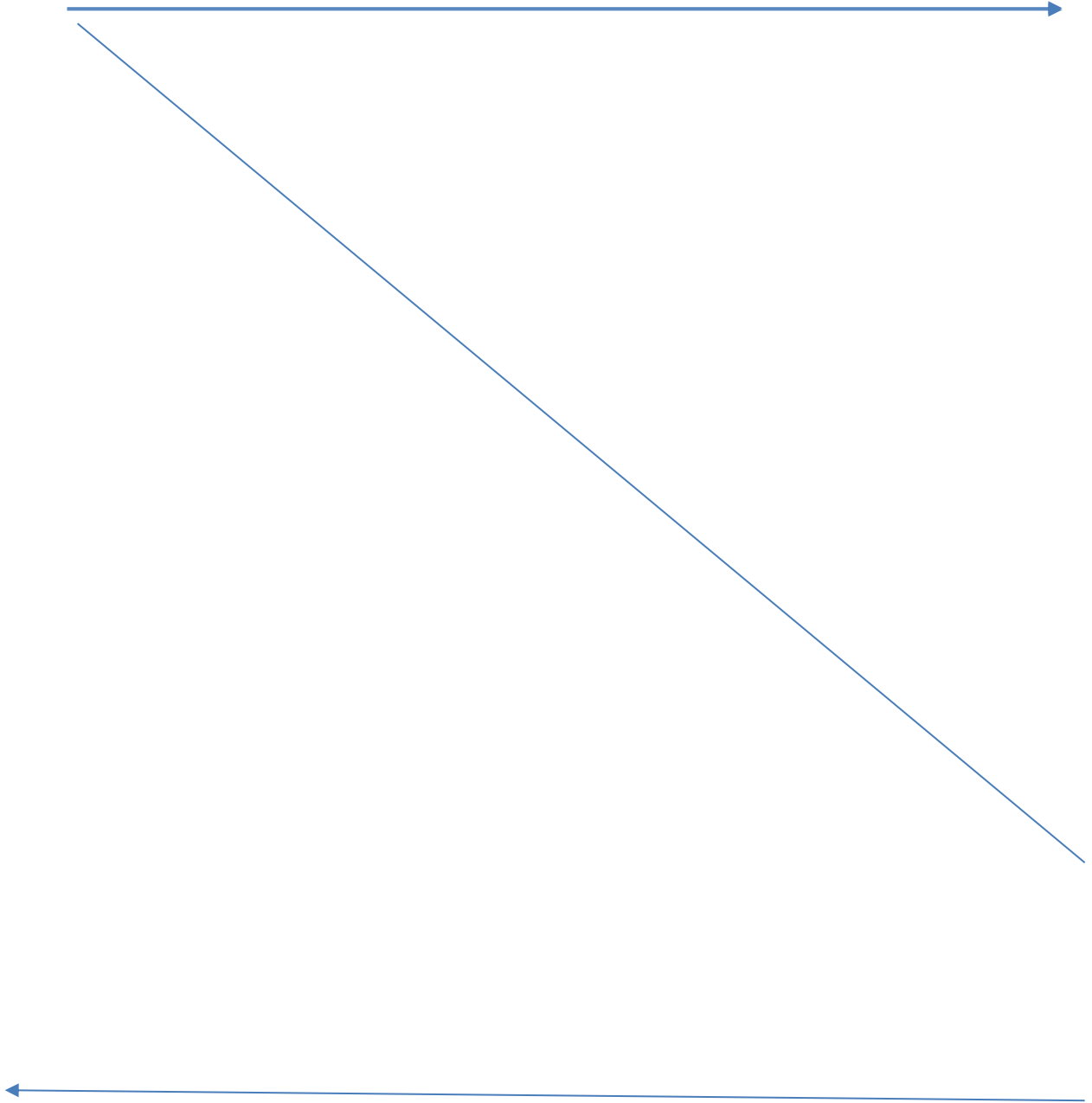
DISCLOSURE & ACKNOWLEDGEMENTS

43. John and Jane have fully disclosed to each other all of their assets and liabilities as at the date of this Agreement.

44. John and Jane separately acknowledge the following:

- (a) they have each received thorough, independent legal advice with respect to the legal effect of this Agreement and with respect to the alternatives available to him or her in lieu of signing the Agreement, or have waived such advice;
- (b) they have executed this Agreement each of their own free will and were not subjected to any pressure or intimidation by the other of them or anyone else on his or her behalf; and
- (c) they have a general knowledge of the other's financial affairs and they have been fully advised as to their entitlement to discovery and legal means by which they may obtain further information with respect to the other's financial affairs and each is satisfied, on the basis of information which they now have to accept this Agreement as a final settlement of any claims they may have against the other.

- 45. Each of John and Janeshall, from time to time, do all things and execute and deliver all forms, instruments and other documents necessary to give effect to this Agreement.



DISPUTES

- 46. If a dispute arises concerning any term of this Agreement, the parties shall use their best efforts to resolve the dispute through negotiation and if an agreement is not reached in whole or in part then through their respective lawyers or mediation before commencing court proceedings.

Signed by each of the parties as of the date of this Agreement.

SIGNED by **John Doe** in the presence of:

_____)	
)	
Signature)	
_____)	
Print Name)	_____
_____)	John Doe
Address)	
_____)	
)	
_____)	
Occupation)	
)	

SIGNED by **Jane Doe** in the presence of:

_____)	
)	
Signature)	
_____)	
Print Name)	_____
_____)	Jane Doe
Address)	
_____)	
)	
_____)	
Occupation)	
)	

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, Bradly T. Hara , of the City of Vancouver, in the Province of British Columbia, Barrister and Solicitor, certify that I was consulted by John Doe, one of the parties to the attached Separation Agreement with respect to his rights and obligations under this Agreement. I acted only for John Doe and fully explained to him the nature and effect of the Agreement. John Doe acknowledged that he completely understood the nature and effect of the Agreement. John Doe executed the Agreement in front of me and confirmed that he was entering into the Agreement of his own volition without any fear, threats, compulsion or influence by Jane Doe or any other person.

Dated at Burnaby, British Columbia this ____ day of July, 2020.

Bradley T. Chaster

I, John Doe have reviewed the Certificate of Independent Legal Advice signed by my legal counsel, Bradley T. Chaster, on _____, 2020, and confirm that he gave me the legal advice as stated therein and reviewed the Agreement thoroughly with me, independent of Jane Doe. I further confirm that his observations of me were correct.

John Doe

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____ of the City of _____, in the Province of _____, Barrister and Solicitor, certify that I was consulted Jane Doe one of the parties to the attached Separation Agreement with respect to her rights and obligations under this Agreement.

I acted only for Jane Doe and fully explained to her the nature and effect of the Agreement. Jane Doe acknowledged that she completely understood the nature and effect of the Agreement. Jane Doe executed the Agreement in front of me and confirmed that she was entering into the Agreement of her own volition without any fear, threats, compulsion or influence by John Doe or any other person.

Dated at _____, Nova Scotia on the ____ day of July, 2020.

I, Jane Doe, have reviewed the Certificate of Independent Legal Advice signed by my legal counsel, _____, on _____, 2020, and confirm that (s)he gave me the legal advice as stated therein and reviewed the Agreement thoroughly with me, independent of RANDY CAREY. I further confirm that her/his observations of me were correct.

Jane Doe