THIS AGREEMENT is dated the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2024 for reference.

BETWEEN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as “Party A”)

AND:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as “Party B”)

(collectively referred to as “the Parties”)

# RECITALS

WHEREAS

1. The Parties began living together in \_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The Parties are not married.
3. Party A is \_\_\_ year old. Party A has never been married and has no children.
4. Party B is \_\_\_ years old. Party B has never been married and has no children.
5. The Parties are both citizens of Canada.

1. The Parties have lived separate and apart since\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[INSERT OTHER RELAVENT FACTS]

IN CONSIDERATION of the promises and mutual covenants contained in this Agreement, the Parties agree as follows:

1. The recitals form part of this agreement.

1. Party A warrants and represents that the statements of fact contained in the recitals of this Agreement are true and knows that Party B is relying on them.

1. Party B warrants and represents that the statements of fact contained in the recitals of this Agreement are true and knows that Part A is relying on them.

# SEPARATE PROPERTY

1. The property listed in **Schedule A** is the separate property of Party A.

1. The property listed in **Schedule B** is the separate property of Party B.
2. Except as otherwise provided in this Agreement, the Parties each acknowledge that they have no legal or equitable interest in any property registered in the name of the other Party.
3. Save as herein otherwise specifically provided, all the real and personal property of Party A in which he hereafter obtains any legal or equitable interest is to be his sole and separate property free from any rights of Party B during his lifetime or after his death with full power to deal with the same in any matter without interference from Party B; and Party B is not, at any time, to claim any right to any such property in any manner.

1. Save as herein otherwise specifically provided, all the real and personal property of Party B in which she hereafter obtains any legal or equitable interest is to be her sole and separate property free from any rights of Party A during her lifetime or after her death with full power to deal with the same in any matter without interference from Party A; and Party A is not, at any time, to claim any right to any such property in any manner.

1. If the Parties make or pursue any claim against the other in respect of property, real or personal, communal or otherwise, either at law or in equity, without limiting the generality of the foregoing, any claims pursuant to the *Family Law Act*, this Agreement may be pleaded as a full estoppel in defence to any such claim made by Party A and Party B upon the other.

# PENSIONS

1. The parties acknowledge that they have been advised that each may have a claim as to the other party's unadjusted credits in Canada Pension Plan.
2. Despite the above acknowledgement, the Parties agree that their unadjusted pensionable earnings under the Canada Pension Plan will not be equalized under ss. 55, 55.1, and 55.2 of the *Canada Pension Plan Act* and neither party will apply for equalization of the other’s unadjusted pensionable earnings.

# DEBTS

1. All debts listed in **Schedule A** is the separate debt of Party A.

1. All debts listed in **Schedule B** is the separate debt of Party B.
2. Any debt not set out in **Schedule A** or **Schedule B** is the sole responsibility of the party who incurred the debt and, if joint, is the responsibility of the parties jointly.
3. If debts and obligations are incurred by the Parties on behalf of each other from the date of separation, he or she is to indemnify the other from all or any:

* 1. claims;
  2. costs;
  3. expenses;
  4. damages; and
  5. actions arising therefrom.

1. The Parties covenant and agree not to pledge the credit of the other, and except as provided in this Agreement.

1. In this Agreement, one party's indemnification of the other with respect to a debt will be enforceable as a consent to judgment in favour of the party owed the indemnity and against the party owing it in the amount of the liability, plus the costs incurred to obtain the judgment and enforce it.

# SPOUSAL SUPPORT

1. This is a final agreement about Spousal Support. Neither party may apply for Spousal Support regardless of any change in the circumstances of the parties, whether foreseen or unforeseen, radical, catastrophic, causally connected to the relationship, or otherwise, including a change resulting from increasing age or declining health.

# The Parties hereto covenant and agree this Agreement shall stand as the full and final settlement of the spousal support obligations each party is to bear, one for the other, and this Agreement may be pleaded as full estoppel and defence to any claim or claims for spousal support instituted by Party A or Party B upon each other.

1. In waiving their respective rights to spousal support, each of the Parties acknowledges:
2. That such waiver is an absolute bar to any claim for spousal support notwithstanding any unemployment, disability, illness, injury, condition, syndrome or other change in circumstance which affects or may in the future affect either spouse, whether foreseeable or not;
3. That they are aware of the nature, extent and benefit of the right to spousal support prior to waiving that right;
4. That each of them shall hereafter order their financial affairs in full reliance upon the waiver entered into by the other; and
5. That each party forever discharges and releases the other from all such claims.

# ESTATES

1. This Agreement survives the death of either Party and enures to the benefit of and binds Party A and Party B’s heirs, executors, administrators, estate trustees, personal representatives and assigns.

1. On the death of a Party to this Agreement, the estate of the deceased Party will be distributed as if the surviving Party had died first, and except as otherwise provided in this Agreement, the surviving Party shall not:

* 1. Share in any testate or intestate benefit from the estate of the deceased Party; or,

* 1. Act as a personal representative of the deceased Party.

1. Any gift made by one Party to the other prior to separation in any will or codicil is void unless provided for in a new will or codicil executed after separation.

# DISPUTES

1. If a dispute arises concerning this Agreement, the Parties will use best efforts to resolve the dispute between them, which may include mediation and other forms of alternative dispute resolution.

1. If either Party takes any proceedings with respect to the property of the other or responsibilities to each other, other than proceedings to enforce this Agreement, this Agreement:

* 1. may be filed or exhibited in the proceedings, and
  2. may be raised as a defence to, and form the basis of a consent order in relation to, any claim made in those proceedings.

# GENERAL

1. 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.

1. This Agreement benefits and binds the Parties and their successors and assigns.

1. For the purposes of the interpretation of this Agreement neither Party drafted this Agreement and its words are the words of both Parties.

1. The headings in this Agreement are an aid to speedy reference, and have no legal significance. They are not part of the Agreement and may not be considered for the purpose of interpreting the Agreement.

1. While negotiating this Agreement, a variety of ideas and tentative arrangements were explored, but all of these are replaced by this Agreement, which is the entire Agreement between the Parties.

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

1. The Parties have both had independent legal advice.

1. The Parties may vary this Agreement only by a written Agreement executed in the same manner as this Agreement.
2. The Parties shall sign any documents necessary to give effect to this Agreement.

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

1. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement continues in effect.

1. Party B and Party A will each do everything reasonably necessary to give full effect to this Agreement.
2. If either party takes any proceedings with respect to the property of the other or responsibilities to each other, or a third party takes proceedings against Party A in respect to enforcement of the Rental Agreement, this Agreement:

a. may be filed or exhibited in the proceedings, and

b. may be raised as a defence to any claim made in those proceedings.

1. The interpretation of this Agreement is governed by the laws of British Columbia.
2. Delivery of the signed Agreement or any signed counterparts by facsimile and/or electronic mail or other electronic means will be sufficient, and an electronic copy will have the same effect as an original executed Agreement.

# FINAL SETTLEMENT

1. This Agreement is a full and final settlement of the following issues between the Parties and all rights and obligations arising out of their relationship including *inter alia*

1. division of their assets and debts; and
2. spousal support (whether contractual, compensatory, or non-compensatory).

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# GENERAL RELEASE

1. Except as otherwise provided in this Agreement, each Party forever waives, discharges, and releases the other from all claims at law, in equity, or by statute, including, without restricting the generality of the foregoing, all claims under the *Family Law Act* and the *Wills Estates and Succession Act*, and amending Acts thereto, or arising at common law or in equity, howsoever described, including any claims for an express or resulting trust, or by way of restitution or unjust enrichment, with respect to:
2. real or personal property in Canada, whether acquired before or during the marriage, or following separation,
3. rights upon the death of the other to a share of the estate of the other,
4. rights upon the death of the other to act as personal representative of the deceased Party, but not the rights of the surviving Party to pursue their entitlements under this Agreement against the estate of the other, which they shall remain entitled to do so; and
5. spousal support, including, but not so as to restrict the generality of this term, compensatory, periodic and lump sum maintenance, support, or alimony,

# ACKNOWLEDGMENTS

1. Each of the Parties acknowledges that he or she:

1. has had the opportunity to receive independent legal advice in respect of rights against and obligations to the other Party under the law and this Agreement;
2. is fully aware of the legal effects of this Agreement;
3. has read the entire Agreement carefully;
4. knows and understands the contents of this Agreement;
5. is fully aware of the effect, purpose, and intent of this Agreement;
6. is signing this Agreement voluntarily without any undue influence or coercion by the other;
7. has fully disclosed financial means and circumstances to the other;
8. acknowledges and agrees that the values as set out in the Schedules to this Agreement as to the Parties’ potential interests in the various assets were provided by the Parties to the best of their knowledge and may represent a rough approximation of the values;
9. acknowledges and agrees that valuations of the other Party’s potential interest in the listed assets could be conducted, however the costs of conducting the valuations is disproportionate to the ultimate intent of this agreement, and the Parties have agreed not to have the valuations undertaken;
10. is satisfied with the level of financial disclosure made prior to entering into this Agreement, even where the value of a listed asset is said to be unknown;
11. is satisfied with this settlement of all matters in dispute between Party A and Party B, including the division of assets and allocation of responsibility for debts;
12. is satisfied that this Agreement provides adequately for personal present and future needs;
13. after the terms of this Agreement are carried out, he or she will be able to pay current and reasonably foreseeable debts and obligations as they fall due;
14. believes that this Agreement will not result in circumstances that are unconscionable or unfair to the other Party; and
15. understands that the provisions of this Agreement, if considered by the Supreme Court to be substantially unfair due to the non-disclosure of a material fact, including a misrepresentation of the value of an asset or debt, may be reviewed and varied by the Court despite the mutual Agreement of the Parties that this Agreement is final and binding.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seal the day and year first written above.

SIGNED, SEALED AND DELIVERED by **[PARTY A FULL NAME]** on the \_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_, 2024

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name or Witness    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Address)    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Occupation)    SIGNED, SEALED AND DELIVERED by **[PARTY B FULLY NAME]** on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2024    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Witness |  | **[PARTY A FULL NAME]** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name or Witness |  | **[PARTY B FULL NAME]** |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Occupation)

**SCHEDULE A**

## **PARTY A’s CURRENT ASSETS AND LIABILITIES**

All values approximate as of the date of the agreement unless otherwise indicated.

|  |  |  |
| --- | --- | --- |
| **Asset** | **Description** | **Value** |
| Bank Accounts |  |  |
|  |  |
|  |  |  |
|  |  |  |
| RRSP’s |  |  |
| Vehicles |  |  |
| Miscellaneous |  |  |
|  |  |
|  | **Total Assets** | **$0.00** |

|  |  |  |
| --- | --- | --- |
| **Liabilities** | **Description** | **Balance Owing** |
| Secured |  |  |
| Unsecured |  |  |
|  |  |
|  | **Total Liabilities** | **$0.00** |

**SCHEDULE B**

## **PARTY B’S CURRENT ASSETS AND LIABILITIES**

All values approximate as of the date of the agreement unless otherwise indicated.

|  |  |  |
| --- | --- | --- |
| **Asset** | **Description** | **Value** |
| Bank Accounts |  |  |
|  |  |
|  |  |  |
|  |  |  |
| RRSP’s |  |  |
| Vehicles |  |  |
| Miscellaneous |  |  |
|  |  |
|  | **Total Assets** | **$0.00** |

|  |  |  |
| --- | --- | --- |
| **Liabilities** | **Description** | **Balance Owing** |
| Secured |  |  |
| Unsecured |  |  |
|  |  |
|  | **Total Liabilities** | **$0.00** |