

This agreement was made on November 1, 2019.

In Step 8, you'll check that all the dates are in the same, easy to read format.

BETWEEN:

Taylor Basran
123 Main Street
Nanaimo, BC V1A L3G

This document shows a formatted agreement.

Taylor, Blair, and their children are a made-up family. This sample agreement may contain inconsistent information and is not an example of a real agreement.

AND:

Blair Low
9874 Fifth Street
Nanaimo, BC V2P 6M9

Background

In Step 6, you'll format your section headings and subheadings.

Relationship information

1. Taylor and Blair began living in a marriage-like relationship on May 1, 2000.
2. Taylor and Blair were married on June 3, 2003 at Tofino, BC.
3. Taylor and Blair have been living separate and apart in the same residence since January 3, 2019 and moved into different residences on March 1, 2019.

Information about children

In Step 4, you'll add numbering to all your paragraphs

4. Taylor and Blair have the following children:
 - Sage Lee Lowe, born July 14, 2004
 - Rowan Jet Lowe, born October 20, 2006

Information about this agreement

In Step 5, you'll turn numbering off on the subheadings

5. This agreement addresses:
 - parenting
 - child support
 - property
 - debts
6. This agreement is a final agreement.

In Step 7, you'll create bulleted lists and indent them to show how they relate to the clause above them.

In Step 2, you'll add a footer to your document

Information about court proceedings

7. There have been no court proceedings related to our marriage/relationship.

Uncontested or joint divorce

8. Once this agreement is signed, Taylor will apply to the court for a divorce, and the only order Taylor will ask the court to make is a divorce order.

Terms of the agreement

9. We agree that:
 - the Background forms part of this agreement;
 - each of us confirms that all statements of fact in this agreement that relate to their positions are true and accurate and each of us understands that the other is relying on those statements of fact in making this agreement;
 - our relationship is over; and
 - we will continue to live separate and apart.

Parenting

General guidelines for parenting

10. We recognize that it is valuable and important that our children have a loving and supportive relationship with each of their parents.
11. We are both responsible for, and will contribute to, the care and upbringing of our children.
12. We will try our best to fully cooperate with each other as parents.
13. We agree to make decisions that are in our children's best interests and will put their interests ahead of our own.
14. No matter where the children are living, we will regularly consult each other and keep each other informed about the children.
15. We will find an appropriate way to include our children's views in our discussions.
16. We agree that we will communicate politely with each other, and we will not argue in front of the children or involve them in any conflict between us.
17. We will both support and foster our children's relationship with the other parent. We will not speak negatively about the other parent. We will encourage our children to spend time with their other parent and their extended family.

Guardianship

18. Taylor and Blair are the guardians of Sage and Rowan, with parental responsibilities and parenting time as set out in this agreement.

Making decisions

Turn numbering off here, so the clauses underneath can be numbered and not bulleted.

This is how we have agreed to make decisions:

19. Day-to-day matters affecting the children, and day-to-day care, control, and supervision of the children — Both parties
20. Where the children will live — Both parties
21. Who the children will live and associate with — Both parties
22. The children's education — Blair
23. The children's participation in extracurricular activities, including the nature, extent, and location of those activities — Both parties
24. The children's cultural, linguistic, religious, and spiritual upbringing and heritage (including the children's Aboriginal identity) — Taylor
25. Subject to section 17 of the Infants Act, giving, refusing, or withdrawing consent to medical, dental, and other health-related treatments for the children — Both parties
26. Applying for a passport, licence, permit, benefit, privilege, or other thing for the children — Both parties
27. Giving, refusing, or withdrawing consent for the children, if consent is required (for example, for a school trip) — Both parties
28. Receiving and responding to any notice that a parent or guardian is entitled or required by law to receive — Both parties
29. Requesting and receiving from third parties health, education, or other information about the children — Both parties
30. Subject to any applicable provincial laws, starting, defending, compromising, or settling any proceeding related to the children — Both parties
31. Subject to any applicable provincial laws, identifying, advancing, and protecting the children's legal and financial interests — Both parties
32. Subject to any applicable provincial laws, exercising any other responsibilities reasonably necessary to nurture the children's development — Both parties
33. During the time that the children are living with a parent, that parent can make day-to-day decisions about the children and their activities, like homework, bedtime, and chores.

Regular parenting schedule

34. The children will live alternating weeks with Taylor and Blair. If the children are living with Taylor in a given week, Blair will pick the children up on Monday after school, and drop them off at school the following Monday morning.
35. When a parent's time with the children begins after school, that parent is responsible for picking them up at school. When a parent's time ends on a school morning, they are responsible for dropping them off.

Pickup and drop-off

36. Each parent is responsible for driving Sage and Rowan to and from activities, including school, during their parenting time.
37. If it is not possible for Taylor or Blair to pick up or drop off the children as provided for in the parenting schedule, the parent who is responsible for the pickup or drop-off may authorize another person who the children know to pick them up or drop them off.

Vacations, holidays, and special days

These clauses each start as two numbered lines. Join them together and change the punctuation as needed

38. Sage's birthday, July 14, will be celebrated with each parent in their parenting time.
39. Rowan's birthday, October 20, will be celebrated with each parent in their parenting time.
40. Parents' birthdays will be celebrated during the parent's parenting time.
41. Mother's Day, second Sunday in May, with Taylor.
42. Father's Day, third Sunday in June, with Blair.
43. Christmas Eve, December 24, with Blair
44. Christmas Day, December 25, with Taylor
45. Other statutory holidays, according to the regular schedule.

Travel

46. Taylor and Blair must both agree to the children travelling outside the greater Nanaimo area.
47. Each of us will permit the children to travel outside of Canada with the other parent for vacation purposes. Each of us will sign a travel authorization within 14 days of being asked by the other parent. Neither of us will withhold travel authorization unreasonably.
48. Taylor agrees to safeguard the children's passports in their possession and agrees to provide it/them to Blair on request.

Change "the children" to "the child", or the child's name, if there is only one child.

Delete the word that doesn't apply

Change "passport" to "passports" if there is more than one passport.

49. The parent asking to travel with the children will pay the fees to have the travel authorization notarized.
50. The parent who travels with the children will get travel insurance for the duration of the time away, or will be solely responsible for any costs that would have been covered under a standard travel insurance policy.

Child support

51. Taylor's yearly income for determining child support under the Federal Child Support Guidelines is \$56,984.
52. Blair's yearly income for determining child support under the Federal Child Support Guidelines is \$98,532.

Regular child support payments

53. Taylor and Blair will share parenting time, and Sage and Rowan will live with each of them at least 40 percent of the time.
54. Child support will be determined under the Federal Child Support Guidelines.

Special or extraordinary expenses

55. Taylor and Blair will share the costs of special or extraordinary expenses in proportion to each of their guideline incomes.
56. For the purpose of calculating Taylor and Blair's share of any special or extraordinary expenses, the amount of the expense will be calculated by taking into account any tax benefit or subsidy for the expense.
57. The following are the special or extraordinary expenses currently agreed upon by the parties. The parties may agree to change this list.
 - guitar lessons for Sage
 - band trips for Sage
 - dance lessons for Rowan
 - summer dance camp for Rowan
58. By March 31 of each year, Taylor and Blair will review all expenses and payments and make sure each of us has paid our share of the special or extraordinary expenses for the previous year as set out in this agreement. If one of us has not paid their share, they will pay the amount owed to the other person within 60 days.

Medical and dental expenses

59. Taylor and Blair will share Sage and Rowan's medical and dental expenses equally (over and above insurance coverage) and will not incur any expense over \$100 without the consent of the other person.

60. Taylor and Blair will:

- each maintain medical, extended health, and dental insurance that is available to them through their employment for Sage and Rowan; and
- share, in proportion to their adjusted guideline incomes, all of Sage and Rowan's medical or dental expenses not covered by insurance.

When child support ends

61. Child support under this agreement ends when a child becomes

- a spouse,
- self-supporting, or
- 19 years old.

62. However, if a child who meets any of the conditions above cannot support themselves because of illness, disability, or the pursuit of education, the parties will review and determine child support for that child based on the child's actual and reasonable needs and expenses, less the amount that the child can be expected to contribute to their own support.

Sharing information and reviews

63. Taylor and Blair will each provide the other with the following information by May 31 in each year in which the obligation to pay child support continues.

- A photocopy of the most recent personal [and corporate] income tax returns, with all tax information slips and schedules.
- The notice of assessment, when received.
- Details of child tax benefits or other similar benefits received in the previous year and anticipated in the coming year, if known.
- Particulars of Sage and Rowan's special or extraordinary expenses anticipated for the coming year.
- The most recent annual statement of earnings, including overtime.
- Any other information needed to figure out if the child support amount being paid under this agreement should be changed.

Delete this wording if it doesn't apply

Obligation to notify

64. Each of us must notify the other immediately upon becoming aware of a material change of circumstances that might affect child support obligations.

Review and adjustment

65. If Taylor and Blair do not review the child support as provided above, or review the child support and do not vary it in writing, both parties are deemed to consider that the child support continues to satisfy the requirements of the Federal and British Columbia Child Support Guidelines.
66. Any adjustment to child support under this clause will not apply retroactively, but will be in effect from the date of review.

Property

67. When this agreement is signed, if one of us has failed to disclose family property that is worth more than \$1,000, the person who did not know about the asset is entitled to a half interest in the undisclosed assets.

Family home

68. The property at 123 Main Street, Nanaimo, BC V1A L3G is **the family home**.

69. Taylor will have the right to live in **the family home** until the first of the following events occurs:

- The youngest child reaches 19.
- Taylor remarries.
- Taylor lives with another adult in a marriage-like relationship for a period of more than 90 days.
- None of the children live in **the family home**.
- Taylor vacates the premises.
- Taylor rents all/part of the premises.
- Taylor dies.

70. Until **the family home** is sold, Taylor and Blair will share the cost of the mortgage. Taylor will pay 40% of total and Blair will pay 60% of total.

71. Until **the family home** is sold, Taylor and Blair will share the responsibility for the ongoing household expenses of **the family home**, including utilities, house insurance, cable/Internet, and other. Taylor will pay 50% of total and Blair will pay 50% of total.

72. Until **the family home** is sold, Taylor and Blair will share the costs of all major maintenance and repairs to **the family home**. Major maintenance and repairs include other. Taylor will pay 40% of total and Blair will pay 60% of total.

73. Taylor and Blair will pay the following expenses from the proceeds of sale of **the family home**:

- real estate commissions
- the usual adjustments between the vendor and the purchaser
- any amount required to pay and discharge the mortgage and any other registered financial encumbrances list any amounts owing against the house
- legal fees and disbursements relating to the sale of **the family home**
- all other adjustments on sale

74. Taylor and Blair will divide the balance of the proceeds of sale equally.

Personal possessions and household goods

75. Except as otherwise provided in this agreement, each of us will be the sole owner of personal clothing, jewellery, recreational equipment, and the like in that person's possession.

76. Taylor and Blair will divide their personal possessions and household goods by making alternate selections of individual items. Blair will begin the selection.

Motor vehicles

77. Taylor will keep the 2014 Ford Focus as Taylor's sole property. Blair will keep the 2012 Jeep Grand Cherokee as Blair's sole property.

Bank accounts and other assets

78. Taylor and Blair have the following bank accounts:

- a joint savings account at the Scotiabank. As of May 1, 2019, a balance of \$8,366.97 is in the account.

79. Each person will keep the bank accounts and assets in their name as follows:

- Taylor's personal account with Royal Bank is Taylor's sole property.
- Blair's personal account with TD Canada Trust is Blair's sole property.

80. Blair will pay Taylor \$6,400 to equalize the cash in their separate chequing/savings accounts TD: 984667-334 and RBC: 24447-445-6 as of the date of this agreement.
81. Taylor and Blair will divide equally the cash in the joint chequing account as of the date of this agreement.

Pets

82. Taylor will keep the cat, Caesar, and will be solely responsible for the costs of maintaining and caring for that family pet. Blair gives up forever any claim to that family pet. Blair will keep the dogs, Bruno and Cleo, and will be solely responsible for the costs of maintaining and caring for those family pets. Taylor gives up forever any claim to those family pets. ←

Change to "that family pet" if only one pet is mentioned.

Pensions

83. Taylor is entitled to receive a share of Blair's benefits under Municipal Superannuation Plan as provided under Part 6 of the BC Family Law Act. Taylor must file the prescribed forms for receiving that share.
- The dates to use for calculating Taylor's share are May 1, 2000 and January 3, 2019.
84. If Blair receives any portion of Taylor's share, Blair holds that in trust for Taylor and must immediately pay it to Taylor.
85. Blair gives up any claim to Taylor's benefits under BC Teachers Pension.
86. Taylor and Blair's unadjusted pensionable earnings under the Canada Pension Plan will be divided under sections 55, 55.1, and 55.2 of the Canada Pension Plan. Either person may file the prescribed forms required to do this. Taylor and Blair confirm that they started to live together on May 1, 2000 and they separated on January 3, 2019.
87. Taylor and Blair's unadjusted pensionable earnings under the Canada Pension Plan will not be divided under sections 55, 55.1, and 55.2 of the Canada Pension Plan.

Debts

Joint debts

88. Taylor and Blair have a mortgage with Scotiabank. At May 1, 2019, the amount owed is \$89,875.92.

89. Taylor and Blair have a joint American Express card. At May 1, 2019, the amount owed is \$175.98.

Individual debts

90. Blair has a car loan with TD Canada Trust. At May 1, 2019, the amount owing is \$3,657.44.

91. Taylor has a student loan with Royal Bank. At May 1, 2019, the amount owing is \$698.56.

Responsibility for particular debts

92. Taylor and Blair will each pay their individual debts as listed above.

Taylor and Blair agree to divide all joint debts equally.

93. Neither of us will increase the amount owed on the following accounts:

- House mortgage in the amount of \$89,875.92.
- Amex card in the amount of \$175.

Closing accounts

94. When this agreement is signed, Taylor and Blair will close the following joint accounts:

- joint chequing with Scotiabank
- joint credit card with American Express

Release

95. Except as otherwise provided in this agreement, each of us gives up any claim against the other, to the other's property, or to any right that may be claimed through the other.

Acknowledgements

96. This agreement has been fairly negotiated and represents the intentions and expectations of Taylor and Blair. Each of us acknowledges that we:

- have read the entire agreement carefully,
- know and understand the contents of this agreement,
- are fully aware of the effect, purpose, and intent of this agreement,
- are signing this agreement voluntarily without any undue influence or coercion by the other person or anyone else

AND

97. Taylor has received legal advice from their own lawyer.
98. Blair has received legal advice from their own lawyer.

← Change "their" to "his" or "her" if you want to.

Disclosure

99. As required by the *Family Law Act*, we have both provided full and true information to one another for the purpose of resolving our family law dispute. This includes, but is not limited to, information about our assets, debts, income, and prospects.

Changing the agreement

100. Any changes to this agreement must be made in writing and signed by both of us.

Whole agreement

101. While negotiating this agreement, we explored a variety of ideas and tentative arrangements, but all of these are replaced by this agreement. This is the entire agreement between us.

Dispute resolution

102. We will make our best efforts to resolve disputes arising from this agreement about the following matters through mediation before taking court proceedings:

- child support
- other matters

Parenting coordinator

103. Taylor and Blair will refer any dispute about parenting to a parenting coordinator.

Signatures

← In Step 9, you'll add this signature table, and the names of your witnesses, if you know them

Taylor Basran

Blair Lowe

Witness 1

Witness 2