

DIVORCE AGREEMENT

Location: _____ Date: _____

Parties Information:

Applicant Full Name: _____

Respondent Full Name: _____

Applicant Address: _____

Respondent Address: _____

Applicant Phone/Email: _____

Respondent Phone/Email: _____

Background and Acknowledgements:

This Agreement is made between the Applicant and Respondent (collectively, the “Parties”) in relation to their marriage and the intention to dissolve the marriage by divorce. The Parties acknowledge that they have been legally married and agree to the terms set forth herein. This Agreement is intended to be legally binding and enforceable under the Family Law Act 1975 (Cth) and relevant Australian law.

1. Separation and Divorce

The Parties confirm that they have separated and intend to apply for a divorce. Each Party agrees to take all reasonable steps to facilitate the divorce process and provide necessary information and assistance.

2. Property and Financial Settlements

The Parties agree to resolve property and financial matters amicably. Details of property division, superannuation interest, and financial support arrangements are to be set out in separate binding agreements or orders as applicable.

3. Children and Parental Responsibility

The Parties acknowledge their parental responsibilities and agree to act in the best interests of any children of the marriage. Parenting arrangements, including living arrangements, time spent with each parent, and financial support, shall be agreed upon separately or by court order.

4. Spousal Maintenance

The Parties acknowledge their rights and obligations regarding spousal maintenance under Australian law. Any maintenance payments or waivers thereof shall be agreed upon in writing or by court order.

5. Release and Discharge

Each Party releases and discharges the other from any further claims, demands, or liabilities relating to the marriage or its breakdown, except as provided in this Agreement or any related court orders.

6. Legal Advice and Independent Representation

Each Party acknowledges that they have had the opportunity to seek independent legal advice before signing this Agreement and enter into it voluntarily and without undue influence or duress.

7. Confidentiality

The Parties agree to keep the terms of this Agreement confidential and not disclose details to any third parties except as required by law or as necessary to enforce or comply with this Agreement.

8. Entire Agreement

This Agreement contains the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements, arrangements, or understandings, whether oral or written.

9. Variation

No variation of this Agreement shall be binding unless made in writing and signed by both Parties.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which the Parties reside. The Parties submit to the non-exclusive jurisdiction of the courts of Australia.

11. Waiver of Jury Trial

To the maximum extent permitted by law, the Parties knowingly and voluntarily waive any right to a trial by jury in any dispute arising out of or relating to this Agreement.

12. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the Parties' original intent.

Signatures

The Parties have executed this Agreement as evidence of their acceptance of the terms and conditions set forth herein.

APPLICANT'S SIGNATURE

RESPONDENT'S SIGNATURE

Signature: _____

Signature: _____

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