**Separation Agreement *Template***

**To be completed by tenant:**

**RE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant / Tenant Name Social Security Number Applicant / Tenant Address

**Part I**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am currently legally separated from my spouse and a copy of my current legal separation agreement is attached.

**Part II**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am currently separated from my spouse since \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (mm/dd/yyyy), and have NOT taken any legal action regarding my marital status because:

**Income Determination:**

• I currently receive or anticipate receiving $\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_ from my spouse during the next twelve (12) months. I do not receive any other support from my spouse. Please attach the most recent payment documentation.

• I currently receive no compensation from my spouse, nor do I intend (expect) to receive any compensation for the next twelve (12) months because \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Asset Determination:**

• I understand that all assets owned by my spouse or myself will be counted as marital property until legal documentation that states otherwise can be obtained.

**Reporting Requirements:**

• I will report all changes to my living situation. This includes, but is not limited to, changes in my income, asset amounts, household composition and marital status.

• I will not allow my spouse to move into my apartment without PRIOR approval from management. I understand that due to the requirements of Section 42 of the Internal Revenue Code, management has the right to deny the addition of any household member(s).

Under penalties of perjury, I certify the above representations to be true as of the date shown below. I understand and agree that if for any reason my marital status changes, I am obligated to notify the landlord immediately. I further understand that any misrepresentation herein will be considered a material breach of the lease agreement and subject to immediate action, including the possibility of eviction.

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Applicant/Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Management Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**