PROVISIONS TO BE CONSIDERED	NOTES

INTRODUCTION

Purpose and currency of checklist. This checklist is designed for use with the CLIENT IDENTIFICATION AND VERIFICATION PROCEDURE (A-1) checklist, the FAMILY PRACTICE INTERVIEW (D-1) checklist, and the FAMILY LAW AGREEMENT PROCEDURE (D-2) checklist. The provisions suggested in this checklist must be considered in relation to the particular facts in the matter at hand, and augmented and revised as appropriate. This checklist is current to June 1, 2015.

New developments:

- **Family Law Act.** On March 18, 2013, the *Family Law Act*, S.B.C. 2011, c. 25 (the "*FLA*") came into force, along with accompanying amendments to the Provincial Court (Family) Rules, B.C. Reg. 417/98 (see B.C. Reg. 132/2012 and B.C. Reg. 122/2014) and the Supreme Court Family Rules, B.C. Reg. 169/2009 (the "SCFR"; see B.C. Reg. 133/2012, B.C. Reg. 249/2014, and B.C. Reg. 104/2015, effective July 1, 2015). Amendments to the *FLA* were made in the *Justice Statutes Amendment Act, 2014*, S.B.C. 2014, c. 9, effective May 26, 2014. The *FLA* repealed the *Family Relations Act*, R.S.B.C. 1996, c. 128 (the "*FRA*") and effected fundamental changes to family law in B.C., particularly regarding children and the division of property after the breakdown of a relationship. The *FRA* continues to affect orders and agreements made under it, as well as cases commenced under the *FRA* but not concluded by the time the *FLA* came into force. Consider the transition provisions of the *FLA* when advising clients regarding family law proceedings that were under way when the *FLA* came into force. For educational material about the *FLA*, including a concordance between the *FRA* and the *FLA*, see www.justicebc.ca. The *Family Law Act Transition Guide* is available from the Continuing Legal Education Society of British Columbia
- **Unmarried spouses.** Family law agreements made before, during, or after a relationship between unmarried spouses (whether of the same or the opposite sex) are subject to judicial review for fairness on the same basis as agreements made between married spouses. Review *FLA*, Part 5, which provides for division of property between spouses (married and unmarried alike). Review *FLA*, Parts 3 and 4, regarding the significant regime changes concerning children, and review *FLA*, Part 7, concerning support.
- **Law Society Rules.** On July 1, 2015, revised and consolidated Law Society Rules will be in effect. For a redlined version of the draft renumbered rules, providing background information and a historical table showing the new and old numbers assigned to each rule, see: http://www.lawsociety.bc.ca/docs/newsroom/highlights/Draft-LawSocietyRules2015-redlined.pdf.
- **Code of Professional Conduct for British Columbia (the "*BC Code*").** The confidentiality restrictions in Appendix B, paragraph 4(c.1) were amended in April 2015 and allow parenting coordinators some discretion to disclose information. Rule 3.6-3, commentary [1] regarding the duty of candour owed to clients respecting fees and other charges for which a client is billed was amended in June 2015. Effective July 2015, rule 3.7-9 will require that a lawyer promptly notify the client, other counsel, and the court or tribunal of the lawyer's withdrawal from a file.
- **Articled students as commissioners.** Effective September 1, 2015, articled students and temporary articled students will be commissioners for taking affidavits in British Columbia for the purposes of s. 60(1) of the *Evidence Act*, R.S.B.C. 1996, c. 124 (Commissioners for Taking Affidavits for British Columbia Regulation, B.C. Reg. 142/2015). Principals, who remain responsible for students' actions, must ensure students understand the effect of acting as commissioner.

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- **Incapacity and adult guardianship legislation.** Amendments to the *Power of Attorney Act*, R.S.B.C. 1996, c. 370, and *Representation Agreement Act*, R.S.B.C. 1996, c. 405, in effect March 25, 2015 (*Justice Statutes Amendment Act, 2015*, S.B.C. 2015, c. 6) provide for termination upon separation of spouses if a spouse is, respectively, an attorney or representative.

Of note:

- **Aboriginal law.** If the client or the other party has ties to an Aboriginal community, special considerations may apply (e.g., see items 1.7 and 2.18.6 in the FAMILY PRACTICE INTERVIEW (D-1) checklist). Note the requirements of *FLA*, Part 10, Division 3, which provide for standing and notice in cases concerning Nisga'a and treaty first nations children and treaty lands. Review the new federal *Family Homes on Reserves and Matrimonial Interests or Rights Act*, S.C. 2013, c. 20, which came into full effect on December 16, 2014 (see SI/2013-128). Under the new legislation, certain First Nations, not on the schedule to the *First Nations Land Management Act*, had one year (during the transition period from December 16, 2013 to December 15, 2014) to implement their own matrimonial property laws. Beginning December 16, 2014, the new federal law applies to First Nations who have not enacted their own matrimonial real property laws. First Nations are not limited to the transition period to take steps to ratify their own laws and may enact their community-specific laws at any time. The Act applies to married and common-law spouses living on reserve lands where at least one spouse is a First Nations member or an Indian. It provides separate regimes for matrimonial property division for member and non-member spouses on reserve and is very different from the provincial legislation. Consider whether a lawyer with Aboriginal law experience should be consulted. Further information on Aboriginal law issues is available on the "Aboriginal Law" page in the Practice Points section of the CLEBC website (www.cle.bc.ca) and in other CLEBC publications.
- **Additional resources.** For more information regarding the drafting of separation agreements, see *Family Law Agreements—Annotated Precedents*, 3rd. ed., looseleaf and online (CLEBC, 1998).

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CHECKLIST

1. DATE OF AGREEMENT

1.1 Depending on the use to which the document is put, it may be a fraud on either the court or the Canada Revenue Agency to indicate that an agreement was executed before it was actually signed by the last party. Ensure that the date of the agreement is not *later* than commencement of spousal support payments. If the date *is* later than the commencement of spousal support, ensure that earlier payments are specifically set out as prior spousal support (see also item 9.13 below) and obtain tax advice, if necessary, regarding the specific wording required to make prior spousal support tax-deductible to the payor spouse.

2. NAMES AND ADDRESSES OF PARTIES

2.1 Confirm compliance with Law Society of British Columbia Rules on client identification and verification, and complete the CLIENT IDENTIFICATION AND VERIFICATION PROCEDURE (A-1) checklist. Complete the FAMILY PRACTICE INTERVIEW (D-1) checklist.

2.2 Set out the full name and address of the first spouse. Include a defined term to use when referring to the first spouse throughout the agreement, such as their first name.

2.3 Set out the full name and address of the second spouse. Include a defined term to use when referring to the second spouse throughout the agreement, such as their first name.

2.4 Others (e.g., individuals contracting with the separating spouses concerning children or assets). Note: separation agreements are typically between spouses and do not usually include third parties. Consider any obligations owed to or by third parties that should be settled by the agreement. Caution: review *FLA*, s. 44, on agreements by a child's guardians, and note that such an agreement about parenting arrangements is only binding if made after separation or when the parties are about to separate and the terms are to be effective on separation. Note also *FLA*, s. 50: a person cannot become a child's guardian by agreement except where the person is a parent or as provided under the *Adoption Act*, R.S.B.C. 1996, c. 5, or the *Child, Family and Community Service Act*, R.S.B.C. 1996, c. 46. Other non-parent guardians must be appointed by the court (*FLA*, s. 51).

3. RECITALS

3.1 Particulars of marriage (date and place of marriage) or marriage-like relationship (cohabitation date and place of relationship), birthdates and ages of parties. If the parties cohabitated prior to marriage refer to both dates.

3.2 Dates of separation and any periods of reconciliation.

3.3 Children.

.1 Names, ages, and birthdates of dependent children.

.2 List independent children, if necessary.

.3 If no children, are any expected?

PROVISIONS TO BE CONSIDERED	NOTES
.4 Are any of the children stepchildren to one of the spouses? (Note that under *FLA*, s. 147(4), a stepparent does not have a duty to support a stepchild unless that stepparent contributed to that child's support for at least a year and a claim for support for that child is brought within one year of the date the stepparent last contributed. The test under the *Divorce Act*, R.S.C. 1985, c. 3 (2nd Supp.) is more complex. Caution: review *FLA*, Part 3: Parentage.	
.5 Consider listing any pertinent information regarding the children, such as special needs or attendance at post-secondary education.	
3.4 Separation particulars.	
.1 Date of separation.	
.2 Expectation of continued separation without prospect of reconciliation.	
3.5 Reasons for agreement.	
.1 Separation agreement.	
.2 Avoidance of controversy.	
.3 Final settlement of rights.	
.4 Interim settlement or partial settlement.	
.5 Statement that arrangements are in the best interests of the children, with supporting reasons.	
.6 Consider whether to include a clause about non-variation, stating the parties have resolved all matters between them and it is their intention that the entire agreement stand, that provisions for property division and spousal support are not intended to be varied by a court.	
3.6 Issues to be settled by the agreement.	
.1 Guardianship, custody, and parenting arrangements.	
.2 Child maintenance.	
.3 Spousal maintenance.	
.4 Management of, ownership in, or division of family property or other property, after separation. Note: there are no triggering events under the *FLA* except separation.	
.5 Responsibility for debts.	
3.7 Previous agreements.	
.1 Identify any prior agreements, including marriage or cohabitation agreements as well as interim agreements.	
.2 Rescind or replace prior agreements.	
.3 Vary prior agreements.	
.4 Continue all or part of a prior agreement, if applicable.	
3.8 Previous and current court orders, and whether these are being varied by agreement (draft the variation order consistent with agreement).	
3.9 Previous and current legal proceedings.	
3.10 Whether agreement is the result of mediation or the result of a collaborative process.	

PROVISIONS TO BE CONSIDERED	NOTES
3.11 Legal and municipal description of family residence and any other real property.	
3.12 Schedule of property (assets and liabilities) or completed SCFR Form F8 (Form F8 is preferable given the duty to disclose in *FLA*, s. 5).	
.1 First spouse.	
.2 Second spouse.	
3.13 Statement of awareness of assets of other party.	
.1 Consider provision to ensure full disclosure. Note the *FLA*, s. 5 duty to disclose, and consider terms to acknowledge that failure to make full and frank disclosure may result in the agreement being set aside (see *FLA*, s. 93(3)).	
.2 Statements that each party has made full disclosure of their assets and liabilities and is aware the other party is relying on same.	
.3 Attach sworn statements of property.	
3.14 Statement of what the parties acknowledge to be family property within the meaning of *FLA*, Part 5, and acknowledge to be excluded property (*FLA*, s. 85) (see Schedules, items 15.1 and 15.2 below); note that client's undivided half interest is subject to a separation agreement.	
.1 Acknowledge and detail any third-party contributions to family or excluded property and whether the contributions were made to one spouse or the spouses jointly.	
3.15 Statement of occupation and income, including most recent Line 150 Income, of parties.	
.1 First spouse.	
.2 Second spouse.	
.3 Third parties and dependent children, if applicable and relevant.	
3.16 Statement that parties have obtained or had the opportunity to obtain independent legal advice or representation. See *BC Code* rules 3.4-32 and 3.4-33 regarding a certification of independent legal advice and rule 7.2-9 with respect to dealing with an unrepresented person on a client's behalf.	
3.17 Preamble to operative clauses.	
4. INTRODUCTORY/INTERPRETATION CLAUSES	
4.1 General. (Placement of general clauses is a matter of drafting style. They are variously placed at the beginning and the end of the agreement. See also item 14.)	
.1 Statement that recitals are correct and form part of the agreement.	
.2 Statement that any schedules to the agreement form a part of the agreement.	
.3 Statement of governing law. Consider including a statement that the parties are aware of the *FLA*, the *Divorce Act*, and the *Wills, Estates and Succession Act,* S.B.C. 2009, c. 13 (the "*WESA*"), and agree that, regardless of any subsequent amendments or legislative changes, the terms in their separation agreement are intended to apply. Review *FLA*, s. 109 concerning extraprovincial property.	

PROVISIONS TO BE CONSIDERED	NOTES
.4 Statement that each party has been advised of his or her rights and has obtained independent legal advice, or has been advised of his or her rights and has chosen not to obtain independent legal advice.	
.5 Statements that each party signs the agreement voluntarily, without undue influence or coercion, and that the agreement adequately provides for his or her present and future needs.	
.6 Definitions.	
.7 Statement that the agreement constitutes the full and final settlement of all issues, except that it may be amended by written agreement of the parties (witnessed independently in the same manner as this agreement). Review *FLA*, ss. 44(4), 58(4), 93, 148(3), and 164 as to the court's jurisdiction to alter or set aside agreements about specific issues.	
.8 Release by both spouses of all claims, including claims in trust, arising out of the marriage, marriage-like relationship, or joint ownership of property, except as set out in the agreement.	
.9 Statement that the agreement survives divorce. Consider provisions for obtaining a divorce, who will pay for it, and cooperation concerning service.	
.10 Provisions that the parties have read and understood the contents of the agreement and are aware of the effect, purpose, and intent of the agreement.	
.11 Provision that the agreement binds an estate. Consider whether support payments should be specifically included or excluded.	
.12 Provision that the words of the agreement are those of both parties (*contra proferentem* does not apply).	
.13 Provision for resolution of disputes. The agreement may specify different dispute resolution processes for different issues (e.g., parenting coordinator for specified child-related issues, or arbitration for income disputes, while some issues may be reserved to the court, such as varying terms of supervised contact).	
.14 Provision setting out the effective date of the agreement.	
.15 Provision that any headings are for reference and do not have legal meaning.	
4.2 Personal relations.	
.1 Statement that there is no reasonable prospect of reconciliation.	
.2 Statement that each spouse or party has the right to live separate and apart from the other as though unmarried.	
.3 Statement that the agreement does not constitute a bar to actions based on subsequent misconduct.	
.4 Statement of effect of reconciliation and what constitutes reconciliation.	
5. GUARDIANSHIP	
5.1 Sole guardianship. Review *FLA*, Part 4 (Care of and Time with Children). Note that the *FLA* provides a significantly different parenting regime than the *FRA* and the *Divorce Act.* Consider the interplay between custody and access under the *Divorce Act* and guardianship and parenting arrangements under the *FLA.* If both parents have guardianship by virtue of *FLA*, s. 39, set out clear terms regarding when one parent alone might exercise guardianship rights.	

PROVISIONS TO BE CONSIDERED	NOTES
5.2 Joint guardianship and the terms or definition of it, if any. Parents living together are presumed to be the guardians of their children, including upon separation (*FLA*, s. 39), and they share all parental responsibilities (*FLA*, s. 40). Consider how the parties will share or allocate parenting responsibilities between themselves, and how they will resolve disputes if they are unable to agree (e.g., mediation before applying to court, application to court pursuant to *FLA*, s. 49, or involvement of a parenting coordinator—see *FLA*, s. 14, and www.bcparentingcoordinators.com for information).	
5.3 Authority of the non-custodial guardian of the child or children.	
.1 Of the person of the child.	
.2 Of the estate of the child. Review *FLA*, Part 8 concerning children's property. Note that guardians are not automatically entitled to receive children's property.	
5.4 Statement that corresponding provisions are to be included in wills.	
6. PARENTING ARRANGEMENTS	
6.1 Designation of guardians and/or custodial parent(s). Note that the custody-and-access regime of parenting remains available under the *Divorce Act*. If separating parties are married, consider which regime should apply to the parenting arrangements. Consider whether custody or guardianship provisions should apply. Consider doctrine of paramountcy if using provisions for custody and guardianship.	
.1 Sole custody/sole guardianship.	
.2 Joint custody/joint guardianship. Set out the sharing of or allocation of parenting responsibilities under s. 41 of the *FLA* or s. 16 of the *Divorce Act*.	
.3 Define further any terms and expectations in relation to joint custody or joint guardianship, which might include a parenting schedule or a substantial portion of the child(ren)'s time being spent with each parent, with each parent having full control of the child(ren) at that time. If the plan is for joint custody and guardianship, or shared or split parenting (one or more children primarily resident with each parent), consider how the parenting responsibilities will be allocated and how the parties will make important decisions if they are unable to agree.	
6.2 Define the allocation of parenting time between the guardian parents and any non-parent guardian. Consider including detailed provisions for holidays, special events, and scheduling adjustments.	
.1 Acknowledgment of fitness of one or both parties and that one or both continue(s) to have responsibilities as parent(s).	
.2 Define the roles of each parent.	
6.3 Statement of the agreement to co-operate and support each other in their respective parenting roles.	
6.4 Provisions for education and upbringing.	
.1 Type of education.	
.2 Type of religious instruction.	
.3 Other aspects of child(ren)'s upbringing.	
6.5 Provision for right of first refusal.	

PROVISIONS TO BE CONSIDERED	NOTES
6.6 Views of child(ren) (see *FLA*, s. 37(2)(b)). If appropriate, a statement that the child(ren)'s wishes were taken into account in setting out the terms of the agreement.	
6.7 Provision dealing with emergency care of child(ren). Also consider emergencies arising where the guardian is unable to act, and see *FLA*, ss. 43(2) and 55 to 57.	
6.8 Provision for death of parent or guardian. (see *FLA*, ss. 53 to 57).	
6.9 Provision for right or restriction of a guardian to move with child(ren). Review *FLA*, Part 4, Division 6 (Relocation), which significantly changes child mobility rules in B.C.	
.1 Provision that a guardian must not move ordinary residence of the child(ren) outside a specified area without either the consent in writing of the other guardian(s) or a court order.	
.2 Provision that before any move the relocating guardian must notify all other guardians of the date of the move and the new telephone number and address. Specific length of time for notice to be given prior to move.	
.3 Statement of who is to bear costs of parenting or contact time if a guardian moves outside a specified area.	
6.10 Provision for taking the child(ren) out of the jurisdiction.	
.1 Signed consent of both parties required before passports are obtained for the child(ren), consent not to be unreasonably withheld.	
.2 Provision that guardian(s) will provide passport (if necessary) for another to travel with child(ren), with travelling parent to provide itinerary, contact coordinates, and proof of adequate medical insurance. Consider provisions for timing and the cost of applications to compel provision of passports unreasonably withheld.	
.3 Provision that a party who takes the child(ren) outside the jurisdiction will be responsible for obtaining travel insurance for the child(ren) during the time away. If the party fails to obtain travel insurance, he or she will be solely responsible for the costs that would have been covered under a standard travel insurance policy.	
.4 Consider whether parties wish to execute non-expiring travel letters at the time they execute agreement.	
6.11 Provisions with respect to introducing new partners to the children.	
6.12 Administrative provisions.	
.1 Variation.	
.2 Counselling.	
.3 Mediation.	
.4 Parenting coordinator.	
.5 Arbitration.	
.6 Collaborative law.	
6.13 Provision acknowledging that parties recognize the child(ren)'s needs will change, so the parties will review parenting arrangements from time to time, as appropriate.	

PROVISIONS TO BE CONSIDERED	NOTES
7. CONTACT WITH CHILD (IF APPLICABLE)	
7.1 Designation of who is to have access/contact (see *FLA*, s. 58).	
.1 First spouse.	
.2 Second spouse.	
.3 Grandparents.	
.4 Other relatives.	
.5 Others.	
7.2 Right of access/contact for non-guardian parent.	
.1 Liberal and generous access/contact—specify meaning of "liberal".	
.2 Reasonable access/contact—specify meaning of "reasonable".	
.3 Specified access/contact (set out in schedule).	
.4 Correspondence, email, text messages.	
.5 Telephone calls.	
.6 Annual vacations, holidays.	
.7 Making or approving requests to change these terms.	
7.3 Limitations on rights of access/contact (see *FLA*, s. 61 concerning penalties for wrongful denial of parenting time or contact).	
.1 Specified times.	
.2 Specified places (geographical limitations).	
.3 Specified conditions.	
.4 No access/contact or supervised access/contact (specify who will supervise and how supervision will be paid for).	
7.4 Access/contact obligations.	
.1 Reasonable.	
.2 Specified (i.e., scheduled) access/contact.	
(a) State whether all or only some children, and how determined.	
(b) Specify beginning and ending of access/contact periods by date and hour, who is to pick up and deliver the child(ren), and from where.	
(c) Advance notice of circumstances requiring change in schedule.	
(d) Provision for alternate child care arrangements (baby-sitter) paid for by non-guardian parent when unable to comply with scheduled access/contact.	
7.5 Additional discretionary access/contact to be scheduled by advance notice and agreement of parties (and child(ren), where appropriate). Consider such events as:	
.1 National holidays.	
.2 Religious holidays.	
.3 Birthdays and other special occasions (e.g., Mother's Day, Father's Day, Halloween, school breaks, vacations).	
.4 Graduations.	

PROVISIONS TO BE CONSIDERED	NOTES
.5 Weddings.	
.6 Serious illness.	
.7 Death of family member.	
8. CHILD SUPPORT	
8.1 Specify amounts, beginning dates, and continuing dates of all payments. Specify Child Support Guidelines income of payor spouse, and the Guidelines income of receiving spouse (if relevant). (Note, the Federal Child Support Guidelines, SOR/97-175, proclaimed under the *Divorce Act*, apply in B.C. as described in Family Law Act Regulation, B.C. Reg. 347/2012, Part 4.)	
8.2 Type of payment.	
.1 Monthly Guidelines amount. If Guidelines s. 9 (shared custody) applies, set out the formula or method used to determine the amount.	
.2 Guidelines s. 7 expenses. Consider limiting or specifying s. 7 expenses, and quantifying a specific monthly amount payable for agreed s. 7 expenses. Provide for a periodic accounting and a mechanism to adjust s. 7 expenses, to aid in enforcement.	
.3 If the amount differs from the Guidelines amount, say why it differs.	
8.3 Manner of payment.	
.1 Monthly cheque from the supporting spouse.	
.2 Deposit into the supported spouse's account.	
8.4 Variation in quantum of payment.	
.1 Tied to the supporting spouse's income and the Child Support Guidelines.	
.2 Alternative variation terms (e.g., tied to the Consumer Price Index for Canada or for a specified city or region), with reasons for these terms, so as to comply with *Divorce Act*, s. 15.1(5).	
.3 Provision for variation tied to any change in the Child Support Guidelines.	
.4 Provision for a child who reaches 19 years of age but is dependent for a reason other than for pursuing post-secondary education (which is addressed in item 8.7.3).	
.5 Provision for annual exchange of income tax returns and other applicable income documents pursuant to Child Support Guidelines, s. 21 (e.g., automatically as at a specified date, or on written request of one party).	
.6 Provision for reduction of payment where supporting spouse is unemployed owing to sickness, accident, strike, or lay-off. Consider terms for dispute resolution if the parties cannot agree.	
8.5 Provision for interest on arrears of support.	
8.6 Provision for security for payment.	
.1 Clause giving the supported spouse a charge on the supporting spouse's assets in the amount of the arrears of support.	
.2 Clause giving the supported spouse the right to deduct an amount equal to the arrears of support from the proceeds of sale of the family residence.	
.3 Posting of a cash sum to be held in trust as long as payments are not in arrears.	

PROVISIONS TO BE CONSIDERED	NOTES
.4 Filing against the supporting spouse's real property under the *Family Maintenance Enforcement Act*, R.S.B.C. 1996, c. 127.	
.5 Post-dated cheques.	
.6 Clause requiring life insurance to secure support obligations.	
.7 Clause securing the support by binding the payor's estate.	
8.7 Events that would trigger the ending or variation of the obligation to pay support.	
.1 Child ceases to be a child of the marriage (*Divorce Act*, s. 2(2)), or as defined in *FLA*, s. 146, and for greater clarity, consider items .2 to .8 below.	
.2 Child reaches age 19 and is independent.	
.3 Child completes a first degree, diploma or certificate from an accredited post-secondary educational institution. Consider terms for continued support for qualifying adult children pursuing post-secondary education, based on specified criteria: costs of post-secondary education, the child's contributions, application of RESP funds, adjustments to basic table support if the child attends school away from home, full-time attendance, passing grades, right to receive a budget, proof of registration and grades, etc.	
.4 Child ceases to attend an educational institution on a full-time basis. Define full-time.	
.5 Child takes full-time employment (there may be an obligation to revive support if the child is subsequently unemployed and not in receipt of EI benefits). Define full-time.	
.6 Child ceases to live with the supported spouse, but is not living away from home in order to be able to attend an educational institution on a full-time basis.	
.7 Child marries.	
.8 Child dies.	
8.8 If child support is a lower amount than set out in the Guidelines, explain this and say whether *Divorce Act*, s. 15.1(5)(a), applies.	
8.9 Support for stepchildren. Note *FLA*, s. 147(4).	
8.10 Provision for special or extraordinary expenses and how they will be apportioned between the spouses. (Alternatively, statement that in determining the amount of the support payment, the parties have taken into account all current special and extraordinary expenses and included in the amount of support any expenses under Child Support Guidelines, s. 7. Consider listing the s. 7 expenses that are included in the amount of support.)	
.1 Child care expenses (net of any tax break or subsidy).	
.2 Medical insurance premiums. Require one or both of the parents to keep the child(ren) on any medical insurance plan available through his or her employment.	
.3 Dental insurance premiums. Require one or both of the parents to keep the child(ren) on any dental insurance plan available through his or her employment.	

PROVISIONS TO BE CONSIDERED	NOTES
.4 Health-related expenses not included in basic insurance coverage, such as orthodontia, eyeglasses, and mental health care by medical and non-medical professionals. Require prior approval of expenditures for non-insured items. Consider requiring mutual consent to counselling, psychological or psychiatric treatment.	
.5 Educational expenses (define).	
.6 Expenses for extracurricular activities. Consider requiring prior approval if expenditures exceed a certain amount.	
.7 Support for children over the age of 19. Consider what effect the following will have on a supporting parent's child support obligation:	
(a) Child's income.	
(b) Scholarships.	
(c) Bursaries.	
(d) Scholarship trust funds.	
(e) RESPs accumulated during marriage.	
(f) RESPs accumulated by one parent after separation.	
8.11 Provision for the death of either parent.	
.1 Obligation of parents to maintain life insurance, including:	
(a) Irrevocable designation of the children, or a trustee, as beneficiaries of the policy pursuant to the *Insurance Act*, S.B.C. 2012, c. 1, s. 60.	
(b) Length of time for which insurance is to be provided.	
(c) Provision that each parent is to provide evidence from time to time that insurance is in effect and that if this is not done, then the other parent has the right to pay the premiums and charge them to the supporting spouse pursuant to the agreement. Alternatively, consider having each parent acquire insurance on the life of the other parent or have the life-insured person sign an authorization permitting the other party to contact insurers directly.	
(d) Other enforcement provisions.	
.2 Obligation to make provisions for the children in wills. (Note: this may not be binding.)	
.3 Provision that the obligation to pay support is binding on the supporting spouse's estate, if insurance funds are inadequate. See *FLA*, s. 171 regarding support obligations after the death of a payor.	
.4 Alternatively, a provision that life insurance proceeds are payable to the supporting spouse's estate, and that the obligation to pay support is binding on the estate. Include terms for the release or transfer of insurance once the support obligation is concluded.	
8.12 Tax considerations.	
.1 Child support paid under orders or agreements made after April 30, 1997, are not taxed as income to the supported spouse, or deducted from income by the supporting spouse, absent a court order or agreement to the contrary.	

PROVISIONS TO BE CONSIDERED	NOTES
.2 Where there is joint custody of a child, provision needs to be made for which spouse is entitled to claim Child Tax Benefits and the equivalent-to-married deduction for a dependent child. Where there is a shared parenting regime the Child Tax Benefit is split to provide each parent with a monthly cheque. Contact Canada Revenue Agency.	
9. SPOUSAL SUPPORT	
9.1 Specify amounts, beginning dates, and continuing dates of all payments. Specify the purpose of payments, if applicable (e.g., to obtain education). Consider *Miglin* (*Miglin v. Miglin*, 2003 SCC 24) language specifying that the parties agree the terms are equitable and do not want the agreement varied. Consider stating that the parties are aware of the Spousal Support Advisory Guidelines available at www.justice.gc.ca (and if they do not follow the Guidelines, why that is considered fair and not to be varied).	
9.2 Type of payment. (Consider income tax implications.)	
.1 Monthly allowance.	
.2 Yearly allowance.	
.3 Lump-sum payment to supported spouse.	
9.3 Amount and duration, unless indefinite, of payment.	
9.4 Manner of payment.	
.1 Monthly cheque or electronic funds transfer from supporting spouse.	
.2 Purchase of life annuity.	
.3 Purchase of annuity for a term of years.	
.4 Payment to third party. (Consider provisions of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.) regarding payments to third parties.)	
.5 Delivery of post-dated cheques.	
.6 Direct deposit.	
9.5 Variation in quantum of payment.	
.1 Sliding scale tied to the supporting spouse's income.	
.2 Sliding scale tied to the supported spouse's income.	
.3 Combination of items .1 and .2.	
.4 Sliding scale tied to the Consumer Price Index (for Canada or for a specified city or region).	
.5 Provision for reduction of payment where supporting spouse is unemployed owing to sickness, accident, strike, or lay-off.	
9.6 Provision for interest on arrears of support.	
9.7 Provision for security for payment.	
.1 Clause giving the supported spouse a charge on the supporting spouse's assets in the amount of the arrears of support.	
.2 Clause giving the supported spouse the right to deduct an amount equal to the arrears of support from the proceeds of sale of the family residence.	
.3 Filing against the supporting spouse's real property under the *Family Maintenance Enforcement Act*.	

PROVISIONS TO BE CONSIDERED	NOTES
.4 Clause requiring life insurance to secure support obligations.	
.5 Clause securing the support by binding the payor's estate.	
9.8 Provision for events that would trigger termination or review of support obligations:	
.1 Remarriage of the supported spouse (or commencement of new marriage-like relationship).	
.2 Supported spouse takes up cohabitation with another person for a specified period of time.	
.3 Supported spouse begins earning a specified amount of money from employment.	
.4 Specified time period elapses.	
.5 Death of a spouse.	
.6 Retirement of a spouse.	
.7 If support is to be reviewed, decide time period, which party has the onus of proving that support should continue or be varied/terminated, and how the review is to take place. Decide the terms of review (e.g., what information is relevant, what information must be provided, and the aspects to be reviewed, such as quantum or duration). Decide if support continues during the review period. Consider events that would not constitute a material change of circumstances triggering a review or variation.	
9.9 Provision for the death of the supporting spouse.	
.1 Obligation of the supporting spouse to maintain life insurance, including:	
(a) Irrevocable designation of the supported spouse as a beneficiary of the policy pursuant to *Insurance Act*, s. 60.	
(b) Length of time for which insurance is to be provided.	
(c) Provision that the supporting spouse will provide evidence from time to time that insurance is in effect and that, if this is not done, the supported spouse has the right to pay the premiums and charge them to the supporting spouse pursuant to the agreement. Alternatively, consider having the supported spouse acquire insurance on the life of the supporting spouse, or have the supporting spouse sign an authorization allowing the supported spouse to contact the insurer directly.	
(d) Other enforcement provisions.	
.2 Obligation to make provisions for the supported spouse in the supporting spouse's will.	
(a) If acting for the supported spouse, advise of the possibility that this provision will be breached, leaving the supported spouse to sue the estate for breach of contract.	
(b) Note: Part 4, Division 6 of the *WESA* re variation.	
.3 Provision that the executors will pay a lump sum to the supported spouse in satisfaction of a present debt.	
.4 Provision that the obligation to pay support is binding on the supporting spouse's estate (see *FLA*, s. 171).	
9.10 Provision for dental and medical insurance.	

PROVISIONS TO BE CONSIDERED	NOTES
.1 Retention of family coverage–note that many plans do not cover spouses once no longer cohabiting for a specified period or divorced.	
.2 Supporting spouse to pay premiums.	
.3 Duration of obligation of supporting spouse.	
.4 Provision for the responsibility to pay medical and dental expenses not covered by insurance (note: most insurance companies will not cover a person who is no longer a spouse, or after a specific period of time following separation).	
9.11 Effect of divorce on support provisions.	
.1 Support provisions are incorporated into the order for divorce.	
.2 Support provisions are incorporated into the order for divorce at the option of the supported spouse.	
.3 Support provisions will (or will not) merge upon order for divorce.	
9.12 Tax considerations.	
.1 Periodic payments are taxable in the hands of the supported spouse; lump sum payments generally are not. Consult a tax expert if necessary.	
.2 Supported spouse is required to pay income tax on spousal support payments, and supporting spouse can claim a tax deduction for the payments (*Income Tax Act*, ss. 56(1)(b) and 60(b)).	
.3 In order for payments to third parties to be deemed to be received by the supported spouse, the agreement must provide that *Income Tax Act*, ss. 56.1(2) and 60.1(2) will apply to such payments. Consult a tax expert for wording, if necessary.	
9.13 Prior spousal support.	
.1 The agreement may provide that payments made before the date it came into effect are taxable in the hands of the supported spouse (*Income Tax Act*, ss. 56.1(3) and 60.1(3)). Note that the agreement must be executed no later than the end of the year following receipt of payments.	
.2 Take care in drafting to specifically set out "prior spousal support payments" and ensure that these can be verified (e.g., by cancelled cheque). Consult a tax expert if necessary.	
.3 If third-party payments are to be included as prior spousal support, consider having clauses reviewed by a tax expert and ensure that the client can provide proof of payment.	
9.14 If no support is payable by either spouse, consider a clause estopping either party from claiming interim or permanent support. Explain to the client that this may not preclude a subsequent application for spousal support. See comments at item 9.8.7 above re limiting events that constitute a material change in circumstances for the purposes of variation.	
10. RESPONSIBILITY FOR DEBTS	
10.1 Between the parties. Note *FLA*, s. 86 regarding "family debts".	
.1 Acknowledgment of existence.	
.2 Provision for payment (set out who pays what in a schedule).	
.3 Security for payment (e.g., proceeds of sale of family property).	

PROVISIONS TO BE CONSIDERED	NOTES
.4 Non-existence or negation of non-scheduled debts.	
10.2 Due to third parties (individually incurred).	
.1 Payable by first party.	
.2 Payable by second party.	
.3 Indemnity of each against third-party claims resulting from failure to pay.	
.4 Undisclosed debts to be assumed by the party who incurred them.	
10.3 Recovery of specific property loaned.	
10.4 Property of spouse pledged to secure debts of the spouse.	
10.5 Joint obligations to third parties.	
.1 Continued joint obligations.	
.2 Close joint accounts.	
.3 One party assumes responsibility. (Note: this will not be sufficient to release the other party from liability for the debt unless the debt document is renegotiated with the third party.)	
.4 Indemnity to non-assuming party.	
.5 Consider responsibility for amounts due by either spouse to the Canada Revenue Agency for income earned prior to separation.	
10.6 Return of credit cards to the spouse responsible for payment.	
10.7 Indemnification from the supported spouse to the supporting spouse for debts contracted in the supported spouse's name after the date of the agreement. The amount of any of those debts paid by the supporting spouse will be deducted from maintenance payments.	
10.8 Provision that each spouse is solely responsible for debts and liabilities incurred after the date of the agreement. Consider specific possible future debts and how to protect against liability (e.g., joint liability for a spouse for income tax liabilities relating to past income splitting, or related to a spouse's past role in a corporation).	
11. DIVISION OF PROPERTY	
11.1 Family residence.	
.1 Transfer of title to one spouse.	
(a) Date of transfer.	
(b) Division of transfer costs.	
(c) Release of transferor from liability under existing mortgage.	
(d) Indemnity for transferor.	
.2 Deferred sale.	
(a) State of title pending sale.	
(i) Obligation not to sell interest.	
(ii) Obligation not to encumber title.	
(iii) Consider whether or not to sever joint tenancy (i.e., if not severed, sole title goes to survivor).	
(iv) Obligation to fully insure and keep insured.	

PROVISIONS TO BE CONSIDERED	NOTES
(v) Obligation to keep in good, saleable condition.	
(b) Events upon which right to exclusive occupation is to terminate.	
(i) Supported spouse takes up cohabitation with another person for a specified period of time.	
(ii) Spouse ceases to live in the family residence.	
(iii) Youngest child reaches the age of 19.	
(iv) After a specified number of years.	
(c) During the occupancy period, which spouse is to pay the following costs:	
(i) Mortgage installments.	
(ii) Property taxes.	
(iii) Insurance premiums.	
(iv) Sewage and garbage charges.	
(v) Water and electricity rates.	
(vi) Maintenance and repairs.	
(vii) Heating.	
(viii) Capital improvements or renovations.	
(d) Statement requiring notification to spouse of failure to meet any obligations imposed with respect to the property.	
(i) As set out in item 11.1.2(c).	
(ii) Vacancy of property for more than 30 days.	
(iii) Change of principal residence designation.	
(e) Procedure for valuation, listing, and sale.	
(i) Earliest date for listing for sale.	
(ii) Sale price or method for determining value.	
(iii) Costs of sale (e.g., real estate commission, legal fees).	
(iv) Failure to find buyer within stipulated time.	
(f) Application of proceeds of sale.	
(i) Removal of registered encumbrances (list).	
(ii) Real estate licensee's commission.	
(iii) Legal fees and disbursements.	
(iv) Arrears of maintenance and interest on arrears.	
(g) Division of net proceeds of sale.	
(h) Provisions to cover prior death of either spouse.	
(i) Right of first refusal of either spouse.	
(j) Filing of provisions in the land title office under *FLA*, s. 99. *FLA*, s. 100 permits filing a financing statement regarding a manufactured home in the personal property registry.	
(k) Provision that spouses will claim the family residence as their principal residence for income tax purposes from the time of purchase of the home until the date of the agreement.	
11.2 Other real property.	
.1 State of title pending disposition.	

PROVISIONS TO BE CONSIDERED	NOTES
.2 Manner of disposition.	
(a) Right to, and term of, occupancy.	
(b) Sale of property and division of proceeds.	
(c) Transfer of property pursuant to a division of property.	
.3 Specify who is responsible for capital gains/losses (*Income Tax Act*, ss. 74.1 to 74.5 and 160). Ensure that the agreement conforms with *Income Tax Act*, s. 73(1). Consider seeking tax advice.	
11.3 Contents of family residence.	
.1 Present division.	
(a) All contents.	
(b) Listed contents (prepare schedule listing property owned by each spouse or party, and where it is located).	
.2 Deferred division. (Specify the method of distribution.)	
(a) All contents.	
(b) Listed contents (prepare schedule listing property owned by each spouse or party, and where it is located).	
(c) Date and manner of delivery.	
(d) Obligation to insure.	
(e) Obligation to maintain property in present state of repair.	
(f) Gifts to child(ren).	
11.4 Motor vehicles.	
.1 Right to possession.	
.2 Obligation to make payments.	
.3 Obligation to insure.	
.4 Transfer of title.	
.5 Obligations under leases.	
11.5 Other chattels.	
.1 List any chattels that are to be jointly used and specify circumstances, terms, and conditions.	
.2 Ultimate disposition of the chattels.	
(a) Division of property.	
(b) Sale of property and division of proceeds.	
11.6 Animals and pets.	
.1 Right to possession.	
.2 Right of access.	
.3 Cost of care.	
11.7 Insurance.	
.1 Disposition of policies.	
(a) Transfer of policy ownership to the supported spouse.	
(b) Retention of policy by the supporting spouse but with irrevocable designation of the supported spouse as beneficiary.	

PROVISIONS TO BE CONSIDERED	NOTES
(c) Cashing in policy, with equal division of proceeds.	
(d) Consider income tax implications on value of policy if one spouse is retaining a whole life policy that has a cash surrender value and is paying the other spouse compensation.	
.2 Obligations of the supporting spouse where the supported spouse is named as beneficiary.	
(a) To pay all premiums as they come due until full maturity of the policy.	
(b) To provide the supported spouse with evidence of payment.	
(i) Within 14 clear days of the date on which payment is due;	
(ii) On a reasonable request by the supported spouse; or	
(iii) At a specified regular time, such as annually.	
(c) To deliver the policies to the supported spouse.	
.3 Special rights of the supported spouse with respect to the policy.	
(a) Where the supporting spouse defaults on the premiums, to make payment and then recover the costs from the spouse.	
(b) In accordance with the authorization contained in the agreement, to obtain, on a written demand to the insurer, information on the status of the policy.	
.4 Termination events for the supported spouse as named beneficiary.	
(a) Remarriage of the supported spouse.	
(b) Supported spouse takes up cohabitation with another person for a specified period of time.	
(c) Supported spouse predeceases the supporting spouse.	
(d) Support obligations have been met and are no longer ongoing.	
11.8 RRSPs.	
.1 Present division of fund. (Specify amount or percentages of plans to be transferred.)	
.2 Consider provisions in the *Income Tax Act* with regard to transfer of RRSPs to spouse without attracting a tax liability (using T2220 form).	
.3 Eventual collapse of fund and responsibility for own RRSPs when cashed.	
.4 Address payment of taxes on spousal RRSPs and transferred RRSPs when cashed.	
11.9 RESPs.	
.1 Identify the plan.	
.2 Who will contribute?	
.3 How will the fund be handled when disbursed, considering Child Support Guidelines, ss. 3(2) and 7?	
.4 Who will administer the fund?	
.5 What will happen to the fund if the child does not pursue post-secondary education (e.g., pass on to other child(ren) or divide between parties)?	
11.10 Pension plans. Review *FLA*, Part 6: Pension Division. Consider seeking expert advice regarding pensions clauses.	
.1 Include parties' social insurance numbers in the agreement.	

PROVISIONS TO BE CONSIDERED	NOTES
.2 Determine if the plan is a provincial plan (that is, a "local plan") or an extra-provincial plan.	
.3 Determine if the plan is a money purchase plan or a defined benefit plan.	
.4 Present division based on *FLA*, Part 6.	
.5 Present division based on the actuarial value of the plan (who pays for the valuation?).	
.6 Deferred division.	
.7 Elections and nominations under the plan.	
(a) Non-owner spouse named as beneficiary.	
(b) Refiling of the nominations, including the election in (a), on remarriage of the pension-holder.	
(c) Where the plan has provision for election by the plan beneficiary to divide payments at source, and the parties have agreed to divide pension benefits on receipt, provide that the plan beneficiary will make such an election.	
(d) Where the non-owner spouse can become a limited member of the plan, provide that the pension-holder will give the non-owner spouse a copy of his or her birth certificate (required to apply for limited membership in a plan).	
(e) Where the plan is non-divisible at source, consider using a joint life and last survivor option with the non-owner spouse named as the last survivor.	
(f) Stipulate that the pension-holder will provide the non-owning spouse with a certified birth certificate to comply with pension division.	
.8 Compensation will be payable where the pension-holder elects to continue in pensionable employment beyond the earliest possible date of pensionable retirement.	
(a) In lieu of eventual payments under the plan, payment of a monthly amount equal to one-half of the indexed pension payments to which the pension-holder was entitled on early retirement.	
(b) Other forms of compensation.	
(c) Disposition of pre-retirement death benefits.	
.9 Have the administrator of the pension plan review the pension clauses in the agreement, to ensure that they apply to the plan in question.	
.10 Note s. 126 of the *FLA* with respect to a spouse's entitlement to survivor benefits. In order to effect a valid waiver of the survivorship interest under the *FLA*, the waiver must be in Form P5 under the Division of Pensions Regulation, B.C. Reg. 348/2012, s. 4(1)(e).	
11.11 Pensionable earnings credits under the Canada Pension Plan and Old Age Security.	
.1 Review parties' CPP credits. This information can be obtained by the client calling 1-800-O-Canada or going online.	
.2 Determine whether credits are to be divided. Consider obtaining an opinion from CPP on the effect of equalization. Provide signed authorizations from each party to the Income Security Program Branch.	

PROVISIONS TO BE CONSIDERED	NOTES
.3 Consider the effect of CPP "drop out provisions" if a spouse has taken time out of the work force to care for children.	
.4 Where parties decide not to divide credits, include a statement to that effect, citing *FLA*, s. 127(2) and refer specifically to ss. 55, 55.1, and 55.2 of the *Canada Pension Plan* (Canada).	
.5 Consider a division of Old Age Security, the sharing of which would be administered by the parties.	
11.12 Securities, including stocks, bonds, and notes receivable.	
.1 Present division—consider income tax ramifications.	
.2 Deferred division with securities to be held in trust until a specified event takes place.	
(a) Supported spouse to receive income.	
(b) Equal division of income.	
(c) Re-investment of income.	
(d) Obligation to pay income tax.	
.3 Disposition of shares in a private company.	
(a) Restrictions on transfer. Company policies may limit internal trades of shares and options.	
(b) Restrictions on voting rights of transferring spouse (needed in order to prevent spouse from stripping company of its assets or depleting its treasury).	
(c) Consider the income-tax ramifications of the transfer of shares in a private company (consider consulting a tax expert).	
11.13 Stock options.	
.1 Determine whether stock options are family property.	
.2 If yes, insert a trust clause describing the non-owning spouse's interest, and set out a mechanism for exercising the non-owning spouse's options, paying for the options, and dealing with tax consequences.	
11.14 Business Interests	
.1 Identify ownership and nature of interest.	
.2 Valuation–consider consulting expert.	
.3 Consider buy-out or sale terms.	
.4 Third-party considerations (e.g., franchise, shareholders' or partnership agreements).	
11.15 Funds on deposit.	
.1 Present division.	
(a) Consider the earliest date on which transfer is possible.	
(b) Consider whether there should be an interest penalty for an unavoidable delay in transfer.	
.2 Deferred division until a specified event takes place.	
(a) Supported spouse to receive income.	
(b) Equal division of income.	

PROVISIONS TO BE CONSIDERED	NOTES
(c) Re-investment of income.	
(d) Obligation to pay income tax.	
11.16 Club memberships.	
11.17 Air miles, frequent flyer and loyalty program points.	
11.18 Undisclosed property of a spouse. Consider the following provisions:	
.1 Undisclosed property having a value over $1,000 are deemed to be property owned by the spouses as tenants-in-common.	
.2 If the spouses cannot otherwise agree on how to divide such undisclosed property, the property must be sold and the proceeds divided equally between the spouses.	
11.19 Consider whether to specifically waive variation provisions of *FLA*, s. 95.	
12. PROVISION FOR DEATH	
12.1 Provision for payment of maintenance out of the estate of the supporting spouse.	
.1 To the supported spouse.	
.2 To children.	
12.2 Provision for the supported spouse and children in the will.	
12.3 Mutual provisions in the will.	
12.4 Renunciation of rights under the *Land (Spouse Protection) Act*, R.S.B.C. 1996, c. 246, and the *Partition of Property Act*, R.S.B.C. 1996, c. 347.	
12.5 Release of claims against the estate that are not included in the agreement.	
.1 On an intestacy under Part 3 of *WESA*.	
.2 Part 4, Division 6 of the *WESA* applies to applications to vary a will. See item 9.9.2(b).	
12.6 Consider the effect of Canada Pension Plan death benefits for spouse and child(ren).	
12.7 Return of powers of attorney and cancellation of access authorizations.	
13. SUBSTANTIVE TERMS WITH THIRD PARTIES	
13.1 Consider what terms need to be included between the separating spouses and any third-party signatories to the agreement.	
13.2 Consider whether any positive obligations regarding third parties can be contracted by the separating spouses rather than having a third party signatory to the agreement (e.g., John will cause ABC Inc. to execute a release in favour of Mary in the form attached as Schedule X or as acceptable to counsel acting on a commercially reasonable basis).	
13.3 Consider whether any obligations between the separating parties and third parties (e.g., corporations) should be addressed in a separate agreement incorporated by reference or attached as a schedule to the separation agreement.	
14. GENERAL CLAUSES	
(Placement of general clauses is a matter of drafting style. See also item 4.)	
14.1 What constitutes reconciliation, and its effect.	

PROVISIONS TO BE CONSIDERED	NOTES
14.2 Effect of divorce.	
14.3 Severability of:	
.1 Void or voidable clauses. Consider whether these clauses should be severed or if there are specific clauses that, if severed, may make the entire agreement unfair. Note *FLA*, s. 93(3).	
.2 Clauses incorporated or confirmed by court order.	
14.4 Agreement is the entire agreement between the parties, and there are no outside warranties or representations.	
14.5 Provision for filing with the Supreme Court or with the Provincial Court under *FLA*, ss. 44(3), 58(3), 148(2), and 163(3), or with the land title office or personal property registry, *FLA*, ss. 99 and 100. But note *FLA*, s. 6(4)(c), whereby filing with the court is not necessary to ensure that the agreement is binding.	
14.6 No variation except by signed written agreement, witnessed in the same manner as the agreement.	
14.7 Binding on the parties and their heirs, executors, administrators, and assigns (*FLA*, s. 6(3)).	
14.8 Provision regarding who will bear the legal costs of the agreement and subsequent divorce.	
14.9 Consider a clause stating that costs of a successful application for enforcement of the agreement will be paid by the defendant on a solicitor and own client basis.	
14.10 Provision for incorporation of custody or support provisions in an order for divorce.	
14.11 Notice provisions, including address of the parties and means by which notice may be given.	
14.12 Dispute resolution clauses: e.g., mediation, arbitration, collaborative law, parenting coordinator. Note that dispute resolution may be mandatory in some cases (*FLA*, s. 9). Consider whether different dispute resolution methods may be appropriate for different types of dispute (e.g., parenting coordinator appointment, mediation, arbitration).	
15. SCHEDULES	
15.1 Family property in which first party has beneficial interest.	
15.2 Family property in which second party has beneficial interest.	
15.3 First party's liabilities.	
15.4 Second party's liabilities.	
15.5 Or property portion of Form F8 for each party.	
15.6 Allocation of property after division pursuant to agreement.	
16. APPENDICES	
16.1 Irrevocable designation of beneficiary.	
16.2 Authorizations to pension plans for release of information to non-owner spouse.	

PROVISIONS TO BE CONSIDERED	NOTES
16.3 Authorizations to insurance companies for release of information to non-owner spouse.	
16.4 Travel letters notarized by each parent.	
16.5 Certificates of independent legal advice.	
16.6 Releases of or by third parties.	
16.7 If desired, a detailed parenting plan.	
16.8 Documents evidencing facts stated in the premise clauses, as applicable: valuation reports, corporate financial statements, appraisals, pension valuations, investment/RESP statements, etc.	