Support Clauses

(Only clauses checked by both parties will be included in the order)

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| Changes to a Prior Order or Agreement | | |
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| 1. | A:  R: | The  child support provisions and/or  spousal support provisions  contained in the  order of Justice Click here to enter text. (Name) of  this Honourable Court  the Click here to enter text. (Name of Court) at Click here to enter text. (Location)  on Click here to enter text. (Date) shall be varied as set out below:  parties’ Separation Agreement signed on Click here to enter text. (Date) and filed with the court on Click here to enter text. (Date)  shall be replaced with an order as set out below: |
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| **Statutory Basis of the Order** | | |
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| 2. | A:  R: | The support provisions of this Order are being made pursuant to the:  Family Law Act  Divorce Act |
| **Termination of Support** | | |
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| 3. | A:  R: | The obligation of the  Applicant  Respondent to pay  child support for the benefit of Click here to enter text. (Child’s name)  spousal support  to the  Applicant  Respondent  shall be terminated effective  immediately  Click here to enter text. (Date). |
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| **Child Support – Guideline Amount** | | |
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| 4. | A:  R: | Commencing on Click here to enter text. (Date) and on the  first  \_\_\_th  day of each month thereafter until further order of this Court the  Respondent  Applicant (hereinafter referred to as the “Payor”)  shall pay to the  Applicant  Respondent (hereinafter referred to as the “Recipient”)  temporary  final  support for the benefit of  the children mentioned above  Click here to enter text. (Specific Children’s Names)  in the amount of $ Click here to enter text. (Dollar amount)  The above is being agreed on a without prejudice basis and subject to verification of the Payor’s income. |
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| Last Revised: 4 March 2021 | | |
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| 5. | A:  R: | Given that each party has at least one child living primarily with them  commencing on Click here to enter text. (date) and on the  first  \_\_\_th day of each month thereafter until further order of this Court the Respondent shall pay to the Applicant  temporary  final support for the benefit of Click here to enter text. (Children’s names) who live(s) primarily with the Applicant  and commencing on Click here to enter text. (date) and on the  first  \_\_\_th day of each month thereafter until further order of this Court the Applicant shall pay to the Respondent  temporary  final support for the benefit of Click here to enter text. (Children’s names) who live(s) primarily with the Respondent. |
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| 6. | A:  R: | The above-noted award of child support  is in accordance with the Child Support Guidelines in that the annual gross income of the Payor is    alleged by the Payor to be  estimated to be  imputed to be  shown on the Payor’s Click here to enter text. (Type of document)  to be $Click here to enter text. (dollar amount) and the table amount of support for Click here to enter text. (Number) children is $Click here to enter text. (Dollar amount) per month.  is in accordance with the Child Support Guidelines because this is a split custody situation and given that:  The Applicant’s annual income is $Click here to enter text. (Dollar amount), s/he is paying support for Click here to enter text. (Number) children, and the guideline amount is $Click here to enter text. (Dollar amount) per month.  The Respondent’s annual income is $Click here to enter text. (Dollar amount), s/he is paying support for Click here to enter text. (Number) children, and the guideline amount is $Click here to enter text. (Dollar amount) per month.  is not in accordance with the Child Support Guidelines because Click here to enter text. (Provide explanation) |
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| 7. | A:  R: | There shall be no child support payable by the parent without primary care because his/her income falls below the level at which child support is payable. The parent without primary care shall be required to notify the custodial parent forthwith in writing once s/he gets a job or income source that pays at least $12,000.00 on an annualized basis. The notice shall disclose the name, address and telephone number of the income source, as well as the expected rate of pay. If the parent without primary care fails to provide this notice, the custodial parent shall be entitled to an adjustment in support retroactive to the date when notice should have been provided. |
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| 8. | A:  R: | Other: Click here to enter text. (Specify) |

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| **Child Support – Contribution to Special and Extraordinary Expenses** | | |
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| 9. | A:  R: | The Payor earns Click here to enter text. (percentage) of the combined income of the parties. This is based on the Payor’s annual gross income being $Click here to enter text. (Dollar Amount) and the Recipient’s annual gross income being $Click here to enter text. (Dollar Amount). |
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| 10. | A:  R: | The Payor shall reimburse the Recipient for Click here to enter text. (percentage) of the children’s future extraordinary expenses. This shall be done by having the Recipient provide proof of what s/he paid for s. 7 expenses, and the Payor shall pay his/her proportionate share forthwith, and not later than 30 days after receiving proof of what was paid. |
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| 11. | A:  R: | The following expenses are appropriate s. 7 expenses and shall be shared:  child care expenses required by the custodial parent’s employment, illness, disability, education or training for employment;  medical and dental insurance premiums attributable to the child;  health related expenses that exceed health insurance reimbursements including orthodontic treatment, counselling, physiotherapy, occupational therapy, speech therapy, prescription drugs, hearing aids, glasses and contact lenses;  expenses for primary or secondary school education or for any other educational programs that meet the child's particular needs;  expenses for post-secondary education;  extraordinary expenses for extracurricular activities;  all of the above-noted expenses.  Other: Click here to enter text. (Specify) |
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| 12. | A:  R: | The Payor shall only be required to contribute to the cost of extraordinary expenses that are agreed in advance between the parties.  If the parties are unable to agree on whether an extraordinary expense is reasonable and necessary the parties may bring the matter back to court, mediate the issue or seek a decision from an arbitrator.  The parties shall ensure that the children attend all extracurricular activities that have been agreed in advance between them that occur during their parenting time. |
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| 13. | A:  R: | In addition to the above, the Payor shall pay the Recipient $ Click here to enter text. (Dollar Amount) per month as his/her contribution to the cost of s. 7 expenses. This is based on the Payor paying Click here to enter text. (percentage) of the following monthly expenses: Click here to enter text. (List the relevant expenses covered by this) |
| 14. | A:  R: | Other: Click here to enter text. (Specify) |
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| **Child Support – Other Clauses** | | |
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| 15. | A:  R: | The Payor shall maintain medical and dental coverage for the children mentioned above that is available through his/her work. This obligation shall remain in place so long as these benefits remain available to the Payor and the children are eligible for child support. |
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| 16. | A:  R: | The Payor shall maintain his/her existing life insurance policy on his/her own life that s/he has  through his/her employment and /or  privately  with a face value of at least $ Click here to enter text. (Dollar Amount) and bearing policy number Click here to enter text. (Provide details)  and shall irrevocably designate  the Recipient  Click here to enter text. (Name) subject to their consent and them getting independent legal advice  as the trustee of the policy for the benefit of the children mentioned above. In the event of the Payor’s death the trustee shall receive the insurance proceeds on the following terms:   1. The trustee shall hold the funds and keep them invested; 2. The trustee shall apply so much of the income and/or capital of the fund to meet the deceased Payor’s obligation to pay child support and special and extraordinary expenses for the children;      1. The trustee shall have discretion to apply the income and/or capital of the fund to pay for medical, educational or other expenses of the children so long as the expense is for the child’s long-term benefit; 2. When there is no longer any child for whom child support is payable the trustee shall pay or transfer the balance to the Payor’s children mentioned above in equal shares.   This obligation shall remain in place so long as the children are eligible for child support, but the Payor shall be free to designate a new beneficiary and/or trustee after this obligation is over. If at the time of the Payor’s death he/she has not complied with this obligation, the face amount of the above mentioned policy shall constitute a first charge against the Payor's estate. |
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| 17. | Required | For as long as child support is payable, the Payor (and Recipient if applicable) must provide disclosure to the other party each year, within 30 days of the anniversary date of this order, in accordance with section 24.1 of the Child Support Guidelines, including a copy of their income tax return and Notice of Assessment for the prior year. |
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| 18. | A:  R: | The Payor’s obligation to pay child support to the Recipient as set out above shall exist until further order of the court. The Payor may apply to the court to terminate his/her obligation to pay support for a child in accordance with the Child Support Guidelines, the Divorce Act and the Family Law Act if the child has become ineligible for support. |
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| **Spousal Support** | | |
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| 19. | A:  R: | The  Respondent  Applicant shall pay spousal support to the  Applicant  Respondent on a  final  temporary  and without prejudice basis  in the amount of $Click here to enter text. (Dollar Amount) per month commencing on Click here to enter text. (Date).  This obligation shall last  until further order of the court  indefinitely  until Click here to enter text. (Specific Termination Date).  This award takes into consideration the Spousal Support Advisory Guidelines, the parties’ parenting schedule and the incomes of the parties.  The Payor’s annual gross income is  agreed to be  disclosed as  imputed by the court to be $Click here to enter text. (Dollar Amount), and the recipient’s annual gross income is  agreed to be  disclosed as  imputed by the court to be $Click here to enter text. (Dollar Amount).    This award of spousal support is made  on a compensatory basis  on non-compensatory basis  on both compensatory and non-compensatory grounds  without a determination or agreement at this point as to whether the order is made on a compensatory or non-compensatory basis. |
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| 20. | A:  R: | The Payor of spousal support shall maintain a policy of life insurance on his/her own life with a face value of at least $Click here to enter text. (Dollar Amount) to secure the spousal support obligation. The Payor of spousal support shall irrevocably designate the recipient as the beneficiary of the policy. This obligation shall remain in place so long as spousal support is payable, but thereafter the Payor shall be free to designate a new beneficiary for the policy. If at the time of the Payor’s death he/she has not complied with this obligation, the face amount of the above mentioned policy shall constitute a first charge against the Payor's estate. |
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| 21. | A:  R: | The  Respondent  Applicant shall maintain medical and dental coverage for the other party that is available through his/her work. This obligation shall remain in place so long as  these benefits remain available to the payor of spousal support  spousal support remains payable; and/or  the parties have not yet obtained a divorce. |
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| 22. | A:  R: | Other: Click here to enter text. (Specify) |
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| **Arrears of Support** | | |
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| 23. | A:  R: | The Payor’s arrears of child support are set at $Click here to enter text. (Dollar Amount) and his/her arrears of spousal support are set at $Click here to enter text. (Dollar Amount) as of today’s date, for a combined total of $Click here to enter text. (Dollar Amount).  All of the arrears set out above are owing to the Recipient.  Of this amount $Click here to enter text. (Dollar Amount) is owing to the Recipient and  $Click here to enter text. (Dollar Amount) is owing to  the County of Simcoe Ontario Works  Click here to enter text. (Specify name of alternate agency) |
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| 24. | A:  R: | The Payor shall make payments towards these arrears  on a monthly basis in the amount of $Click here to enter text. (Dollar Amount) towards child support and $Click here to enter text. (Dollar Amount) towards spousal support for a combined monthly total of $Click here to enter text. (Dollar Amount) commencing on Click here to enter text. (Date) and on the  first  \_\_\_th day of each month thereafter until the arrears have been paid off in full.  in full on or before Click here to enter text. (Date) by a lump sum payment. |
|  |  | It is understood that the Payor’s monthly payments toward child support arrears will not be tax deductible, but that regular periodic payments towards spousal support arrears will be tax deductible for the Payor. |
| 25. | A:  R: | The arrears owing to the Recipient shall be paid off in full before any monies are paid towards the debt of the other parties and/or assignees. |
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| 26. | A:  R: | In addition to the above, the Payor shall  pay the full percentage allowed by legislation of any federal monies (except Employment Insurance) s/he receives, including but not limited to income tax refunds and GST/HST credits, unless a smaller percentage will retire the arrears. |
|  |  | report in writing to the Family Responsibility Office within seven (7) days of receiving any inheritance, lottery winning or funds from any other windfall source. In the event that the Payor receives money in accordance with this paragraph, he shall repay arrears as fixed herein by payment of the lesser amount of the monies received or the amount of arrears then owing. |
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| 27. | A:  R: | In the event that the Payor defaults on any three consecutive monthly arrears payments, then all the arrears owing at the time of the default shall become due and payable forthwith, and the Family Responsibility Office may use all enforcement mechanisms at its disposal without being limited to collecting only the amounts set out above. |
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| **Enforcement of Support** | | |
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| 28. | Required | A Support Deduction Order shall issue. |
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| 29. | Required | Unless the support order is withdrawn from the Family Responsibility Office, it shall be enforced by the Director and amounts owing under the order shall be paid to the Director, who shall pay them to the person to whom they are owed. |
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| 30. | A:  R: | This order bears interest at the rate of Click here to enter text. (Percentage) per year on any payment or payments in respect of which there is a default from the date of default. |
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| 31. | A:  R: | The parties agree not to use the Family Responsibility Office to enforce the support provisions of this order. Neither party shall be restricted by this clause from filing at a later date to seek support enforcement by the Family Responsibility Office. |
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