

POSTNUPTIAL AGREEMENT

This Postnuptial Agreement ("Agreement") is made and entered into on this _____ day of _____, 20_____, by and between:

Husband: _____

residing at: _____

and

Wife: _____

residing at: _____

(collectively referred to as "the Parties" and individually as "Husband" or "Wife").

RECITALS

A. The Parties were lawfully married on the _____ day of _____, 20_____, in _____, _____.

B. The Parties desire to define and clarify their respective rights and obligations with respect to their separate and marital property, debts, and financial responsibilities, both presently existing and those which may be acquired in the future, and to set forth the terms and conditions governing the division of such property and debts in the event of separation, divorce, dissolution of marriage, or death.

C. The Parties acknowledge that they have each had the opportunity to consult with independent legal counsel of their own choosing regarding the terms and effect of this Agreement and have entered into this Agreement freely, voluntarily, and without coercion, duress, or undue influence.

D. The Parties have made full and fair disclosure to each other of their respective financial conditions, including all assets, liabilities, income, and expenses, as more fully described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: I. DISCLOSURE OF ASSETS AND LIABILITIES

Each Party acknowledges that they have made a full, fair, and complete disclosure of their respective assets, liabilities, income, and expenses to the other Party. Each Party has had the opportunity to review the financial information provided by the other and is satisfied with the extent of such disclosure. The Parties waive any right to further disclosure beyond that which has been provided.

II. SEPARATE PROPERTY OF HUSBAND

The following assets and liabilities are hereby declared to be the sole and separate property of the Husband, and Wife hereby waives and relinquishes any and all claims, rights, or interests in such property, whether by way of community property, equitable distribution, dower, curtesy, elective share, or otherwise:

All income, rents, profits, and appreciation derived from Husband's separate property, and all property acquired by Husband in exchange for or with the proceeds of his separate property, shall remain Husband's separate property.

III. SEPARATE PROPERTY OF WIFE

The following assets and liabilities are hereby declared to be the sole and separate property of the Wife, and Husband hereby waives and relinquishes any and all claims, rights, or interests in such property, whether by way of community property, equitable distribution, dower, curtesy, elective share, or otherwise:

All income, rents, profits, and appreciation derived from Wife's separate property, and all property acquired by Wife in exchange for or with the proceeds of her separate property, shall remain Wife's separate property.

IV. MARITAL OR COMMUNITY PROPERTY

A. **Definition:** For purposes of this Agreement, "Marital Property" (or "Community Property," depending on jurisdiction) shall mean:

B. **Future Acquisitions:** All property, real or personal, acquired by either Party or both Parties during the marriage, from the date of this Agreement forward, shall be treated as:

- Separate property of the acquiring spouse.
- Marital/Community property, to be divided equally upon separation or divorce.
- Marital/Community property, to be divided as follows:

C. **Joint Accounts/Titles:** Any property, real or personal, that is titled in the names of both Parties as joint tenants, tenants by the entirety, or community property with right of survivorship, shall be considered Marital Property, regardless of the source of funds used for its acquisition, unless otherwise specified in writing by the Parties.

V. DEBTS

A. **Separate Debts:** Each Party shall be solely responsible for all debts, liabilities, and obligations incurred by them individually prior to the marriage, as well as those incurred individually after the execution of this Agreement, unless such debts are expressly designated as Marital Debts.

B. **Marital Debts:** The following debts, liabilities, and obligations are hereby designated as Marital Debts, for which both Parties shall be jointly and severally responsible:

C. **Future Debts:** Any debt incurred by either Party after the date of this Agreement shall be:

- The separate debt of the Party incurring it.
- A marital debt, for which both Parties are jointly responsible.
- A marital debt, to be allocated as follows:

VI. SPOUSAL SUPPORT/ALIMONY

In the event of separation, divorce, or dissolution of marriage: Each Party hereby waives any and all rights to receive spousal support, alimony, maintenance, or similar payments from the other Party, regardless of need or ability to pay.

The Parties agree that spousal support shall be determined by a court of competent jurisdiction based on the laws then in effect.

The Parties agree that spousal support shall be paid by _____ to _____ in the amount of _____ per _____ for a period of _____.

Other provisions regarding spousal support:

VII. WAIVER OF INHERITANCE AND OTHER RIGHTS

Except as otherwise provided in a valid will or trust executed after the date of this Agreement, each Party hereby waives, releases, and relinquishes all rights, claims, and interests that he or she may acquire as a surviving spouse in the separate property of the other Party, whether by way of dower, curtesy, elective share, statutory share, intestate succession, homestead rights, family allowance, or any other right or claim provided by law. This waiver shall not apply to any property that is jointly owned by the Parties at the time of death.

VIII. INDEPENDENT LEGAL COUNSEL

Each Party acknowledges that they have had the opportunity to consult with independent legal counsel of their own choosing concerning the terms and legal effect of this Agreement. Each Party fully understands the terms, conditions, and legal consequences of this Agreement and is entering into it freely and voluntarily.

IX. VOLUNTARY AGREEMENT

The Parties declare that they have entered into this Agreement voluntarily, free from any fraud, coercion, duress, mistake, or undue influence. Each Party believes this Agreement to be fair, just, and reasonable.

X. GOVERNING LAW

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

XI. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

XIII. AMENDMENT

This Agreement may not be amended, modified, or revoked except by a written instrument executed by both Parties with the same formality as this Agreement.

XIV. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, and assigns.

XV. FURTHER ASSURANCES

Each Party agrees to execute any and all documents and to perform any and all acts that may be necessary or desirable to carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Postnuptial Agreement on the date first written above.

HUSBAND

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WIFE

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____