

POSTNUPTIAL AGREEMENT

This Postnuptial Agreement (this "Agreement") is entered into on this _____, by and between _____ (the "First Party") and _____ (the "Second Party"), both currently residing at _____, _____, _____, _____. Each _____ and _____ may hereafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties were married on _____ in _____, _____; and

WHEREAS, the Parties are currently married and living together and anticipate continuing to be married and living together; and

WHEREAS, the Parties wish to provide for their rights and obligations with respect to their own and each other's assets and property, including the property of each Party separately owned before the marriage and the property the Parties have or will acquire separately during the marriage, in the event the marriage is terminated; and

WHEREAS, each Party represents that he or she fully and completely disclosed to the other party of all of his or her accounts, property (both real and personal), income, potential inheritance and estate of the other, and the value thereof, as well as his or her future prospects, and that the other party is entering into this agreement in reliance upon such disclosure, and the parties intend to herein compromise the rights and interest which, except for the execution and delivery of this Agreement, are conferred upon them and invested in each of them by law with respect to the property, inheritance, income or estate of the other by reason of their marriage as set forth in Exhibits A and B to this Agreement. The First Party's financial information and property are set forth in Exhibit A to this Agreement. The Second Party's financial information and property are set forth in Exhibit B to this Agreement; and

WHEREAS, the Parties represent that they have had the opportunity to separately consult with legal counsel, however chose not to engage legal counsel in the drafting and negotiation of this Agreement.

NOW THEREFORE, the parties freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

- 1. Premarital Property.** With respect to property acquired prior to the marriage, each Party's property listed in Exhibit A and Exhibit B that is separately owned prior to the marriage will be considered marital property of both Parties.
- 2. Property Acquired During Marriage.** With respect to any debts or obligations incurred during marriage, any debts or obligations incurred by either Party during the marriage will be such Party's sole responsibility, and the other Party will not assume or become responsible for such debts or obligations without his or her

written consent, except for the following debts, which will be considered the marital debt of both Parties:

3. Division of Marital Property. In the event the marriage is terminated, all marital property

4. Ownership of Business. With respect to ownership of business:

- Any business that is separately owned prior to the marriage will remain as that Party's non-marital, separate and individual property and will not be subject to division in the event the marriage is terminated. Any appreciation in the value of the business during the course of the marriage will be divided between the Parties as follows: _____ to the First Party and _____ to the Second Party, or as otherwise designated in a writing signed by both Parties
- 333 Any business acquired by both parties through their joint efforts or given to both Parties will be treated as marital property and jointly owned by both Parties. In the event the marriage is terminated, ownership of the business and any appreciation in the value of the jointly owned business during the course of the marriage will be divided between the Parties as follows: _____% to the First Party and _____% to the Second Party, or as otherwise designated in a writing signed by both Parties.

5. Waiver of Rights. Except as otherwise stated herein, each Party waives and releases any claims that he or she may otherwise acquire in the assets and property of the other Party as a result of the marriage, regardless of whether the assets and property were owned prior to the marriage or acquired thereafter. This waiver applies regardless of whether the property is considered marital or community property by the jurisdiction whose law governs the construction of this Agreement.

6. Premarital Debts. With respect to debts incurred prior to the marriage, each Party's pre-existing debts or obligations listed in Exhibit A and Exhibit B will remain as the respective Party's sole responsibility during and after the marriage, except for the following debts, which will be considered the marital debt of both Parties:

Except for the debts stated above, any increase in the value of the pre-existing debts or obligations will also remain the sole responsibility of the respective Party. Each Party will indemnify the other Party and be responsible for all related expenses including attorney's fees if a debt or obligation is asserted as a claim or demand against the other Party's property.

7. Debts Acquired During Marriage. With respect to any debts or obligations incurred during marriage, any debts or obligations incurred by either Party during the marriage will be such Party's sole responsibility, and the other Party will not assume or become responsible for such debts or obligations without his or her written consent, except for the following debts, which will be considered the marital debt of both Parties:

Except for the debts stated above, each Party will indemnify the other Party and be

responsible for all related expenses including attorney's fees if a debt or obligation is asserted as a claim or demand against the other Party's property. All debts and obligations that are incurred by both Parties jointly will be treated as marital debt and will be the obligation of both Parties equally or as otherwise designated in a writing signed by both Parties.

8. **Division of Marital Debt.** In the event the marriage is terminated, the marital debt shall be divided between the Parties with the First Party responsible for _____ of the marital debt and the Second Party responsible for _____ of the marital debt.

9. **Taxes.** During their marriage, the Parties agree to file joint federal and state income tax returns, or as otherwise designated in writing. If the Parties jointly file federal and state income tax returns, it shall not create any community property or any other rights or interests unless otherwise intended by the provisions of this Agreement, and each Party will continue to be liable for any and all taxes associated with his or her separate property. Federal gift tax laws and federal estate tax laws impacting the rights of spouses shall continue to apply independent of this Agreement.

10. **Housing Arrangements.**

11. **Household Expenses.**

The First Party will be responsible for the payment of the following household expenses from the First Party's separate account: _____

The Second Party will be responsible for the payment of the following household expenses from the Second Party's separate account: _____

12. **Pet Custody.** Any pet that is separately owned prior to the marriage will remain as that Party's non-marital, separate personal property during and after the marriage. In the event the marriage is terminated, sole custody of the pet will remain with the original owner with no required visitation rights, unless otherwise designated in writing.

13. **Children from Marriage.** If there are any children of the marriage between the Parties, this Agreement will not affect the rights of such children to support from either or both of the Parties.

14. **Binding Effect.** This Agreement will inure to the benefit of and be binding upon the Parties, their successors, heirs, executors, administrators, assigns and representatives.

15. **Severability.** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not be affected and the remaining provisions shall be construed, to the extent possible, to give effect to this Agreement without the inclusion of such invalid, illegal or unenforceable provision.

16. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

17. **Dispute Resolution.** Any dispute arising out of or related to this Agreement that the parties are unable to resolve by themselves shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association:
18. **Further Assurances.** At the written request of either Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.
19. **Headings.** The section headings herein are for references purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.
20. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.
21. **Amendment or Revocation.** This Agreement may be amended or modified only by a written agreement signed by both of the Parties. This Agreement may be revoked if both Parties sign a written agreement before the presence of a notary public or other authorized official. Revocation shall become effective when properly recorded as required by state and local laws.
22. **Acknowledgment.** The Parties acknowledge that they have been informed of their legal rights, have been given an adequate amount of time to consider entering into this Agreement, have read and understand this Agreement, agree with the contents of this Agreement and believe it to be fair, have not been pressured or coerced into signing this Agreement and have chosen to freely and voluntarily enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

First Party

Name (please print)	
Signature	
Date	

Second Party

Name (please print)	
Signature	
Date	

NOTARY ACKNOWLEDGEMENT:

State of _____

_____ Seal: (

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by the undersigned, _____, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

My Commission Expires: _____

Notary Public

Name (please print)	
Signature	
Date	

State of _____

_____ Seal: (

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by the undersigned, _____, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Notary Public

Name (please print)	
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Signature	
Date	

My Commission Expires:_____

Exhibit A

FIRST PARTY'S FINANCIAL AND PROPERTY DISCLOSURE

Exhibit B

SECOND PARTY'S FINANCIAL AND PROPERTY DISCLOSURE