

POSTNUPITAL AGREEMENT

THIS AGREEMENT is made and entered into on _____, at _____, California, by and between the First Party (“the Husband”), of _____ County, California, and the Second Party (“the Wife”), of _____ County, California, and is made with reference to the following facts and purposes:

First Party:

FULL NAME: _____ currently residing in the City of _____, State of _____.

and

Second Party:

FULL NAME: _____ currently residing in the City of _____, State of _____.

RECITALS

WHEREAS, the Husband and Wife are married on the _____ day of _____, _____ under the laws of the State of California ; and

WHEREAS, the Husband and Wife wish to enter this Agreement to establish the ownership and division of property between them, including any future property that may be acquired by either or both of them, in the event of divorce, death, or other circumstance that results in the termination of their marriage; and

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NOW THEREFORE, in consideration of their marriage and of the mutual promises and covenants of this Agreement, the Husband and Wife hereby agree as follows:

A. _____ is employed as a _____ with _____ in _____, California. _____ is employed as a _____ with _____ in _____, California.

Both parties are in good health and are financially self-supporting.

B. _____ and _____ were each formerly married to other persons, but each of these former marriages has been terminated by a final judgment of marriage dissolution. Neither _____ nor _____ has any children.

C. Neither _____ nor _____ now has any right, title, claim or interest whatsoever in or to the property, income or estate of the other by reason of their nonmarital relationship, or otherwise, and neither party is indebted to the other.

D. _____ and _____ desire and intend to make a fair, reasonable and full disclosure of their respective property and financial obligations, one to the other.

E. The parties desire and intend by this Agreement to (1) define their respective rights in the property they now hold and in that property they may acquire during the marriage; and (2) avoid those interests that, except for this Agreement, each might acquire during their marriage in the income and property of the other as incidents of their marriage.

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THEREFORE, for good and valuable consideration including, without limitation, the mutual promises, conditions and agreements set forth herein and the marriage of the parties, _____ and _____ agree as follows:

1. Effective Date of Agreement:

This Agreement shall be and become effective as of the date of execution of each party to this Agreement.

2. Independent Legal Counsel:

The parties acknowledge and agree that they each have been represented by separate and independent legal counsel and have relied on counsel of their own choosing in negotiations for and in preparation of this Agreement. _____ warrants and represents that she is and has been represented by _____, Attorney at Law, who is a member in good standing of the Bar of the State of California _____. _____ warrants and represents that he is and has been represented by _____, Attorney at Law, who is a member in good standing of the Bar of the State of California. The parties acknowledge and agree that they have carefully read this Agreement, and that the provisions of the Agreement have been explained fully to them by their respective counsel.