

Binding Financial Agreement

This **Binding Financial Agreement** ("**Agreement**") is entered into on _____ ("**Effective Date**") by and between the following parties:

Party A

Party B

Party A and Party B are collectively referred to as the "**Parties**" and individually as a "**Party**."

WHEREAS, the Parties are currently _____;

WHEREAS, the Parties wish to establish clear and legally documented arrangements concerning their respective financial rights, obligations, assets, liabilities, and related financial matters;

WHEREAS, each Party acknowledges the importance of entering into this Agreement voluntarily and with a full understanding of its terms;

WHEREAS, each Party has had the opportunity to obtain independent legal and financial advice before signing this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to define the Parties' financial arrangements, establish ownership and responsibility for assets and liabilities, set out their respective financial rights and obligations, and reduce the likelihood of future disputes concerning financial matters.

2. Voluntary Execution

Each Party confirms that:

- They are entering into this Agreement voluntarily and without coercion, undue influence, or improper pressure.
- They have had sufficient time to review the Agreement before signing.
- They understand the legal and financial consequences of entering into this Agreement.
- They have had the opportunity to seek independent legal advice and financial advice before executing this Agreement.

3. Financial Disclosure

Each Party represents that they have made a full and honest disclosure of all material financial information known to them as of the Effective Date, including but not limited to:

- Assets
- Liabilities
- Income
- Business interests
- Investments
- Retirement accounts
- Significant financial obligations

Each Party acknowledges that this Agreement has been entered into in reliance upon these disclosures.

4. Separate Property

Unless otherwise expressly stated in this Agreement, the following shall remain the separate property of the owning Party:

- Property owned before entering into the relationship identified in the Recitals.
- Property acquired individually by gift or inheritance.
- Property acquired solely with separate funds.
- Income generated solely from separate property, unless the Parties agree otherwise in writing.

Each Party retains exclusive ownership, management, control, and disposition of their separate property.

5. Joint Property

Property intentionally acquired in both Parties' names or expressly designated by written agreement as jointly owned shall be considered joint property.

Unless otherwise agreed in writing, each Party shall possess an equal ownership interest in jointly owned property.

If jointly owned property is sold, the net proceeds shall be distributed in proportion to each Party's ownership interest unless otherwise agreed in writing.

6. Existing Assets

The Parties acknowledge their current assets as follows:

Party	Description of Asset	Estimated Value	Ownership
Party A			
Party B			
Joint			

7. Existing Debts and Liabilities

Each Party shall remain solely responsible for debts and financial obligations incurred individually before the Effective Date unless expressly assumed by the other Party in writing.

Current liabilities include:

Party	Creditor	Description	Outstanding Balance
Party A			
Party B			

8. Future Property

Property acquired after the Effective Date shall belong to the Party acquiring it unless:

- The property is intentionally purchased jointly;
- The Parties expressly agree in writing that ownership shall be shared; or
- Title documents establish joint ownership.

9. Future Financial Obligations

Each Party shall remain responsible for financial obligations they individually incur after the Effective Date unless both Parties expressly agree to share responsibility.

Joint financial commitments shall be satisfied according to the Parties' written agreement or their respective ownership interests.

10. Household Expenses

The Parties agree that shared household expenses shall be paid as follows:

11. Bank Accounts

Each Party may maintain individual bank accounts in their own name. Joint accounts may be established by mutual agreement.

Unless otherwise agreed in writing:

- Funds deposited into individual accounts remain the property of the account holder.
- Funds deposited into joint accounts are presumed to be jointly owned.

12. Investments and Retirement Accounts

Investment accounts, retirement plans, pension interests, and similar financial assets held individually shall remain the separate property of the account holder unless expressly designated otherwise in writing.

Joint investment accounts shall be administered according to the ownership interests established by the Parties.

13. Business Interests

Ownership interests in businesses, partnerships, corporations, limited liability companies, professional practices, or similar enterprises held individually before or after the Effective Date shall remain the separate property of the owning Party unless the Parties expressly agree otherwise in writing.

14. Real Property

Ownership of real property shall be determined according to recorded title documents unless otherwise provided by this Agreement.

Any jointly acquired real property shall identify each Party's ownership interest in writing.

15. Gifts Between the Parties

A gift voluntarily made by one Party to the other becomes the sole property of the receiving Party upon delivery unless otherwise documented in writing.

16. Financial Records

Each Party agrees to maintain accurate financial records relating to jointly owned assets, shared liabilities, and joint financial obligations.

Upon reasonable request, either Party may review financial records relating solely to jointly owned property or shared obligations.

18. Confidentiality

The Parties agree to maintain the confidentiality of financial information obtained through this Agreement except where disclosure is:

- Required by law;
- Necessary for obtaining legal, accounting, or financial advice;
- Required by a court or governmental authority; or
- Authorized in writing by the other Party.

19. Amendment

This Agreement may only be amended by a written document signed by both Parties.

Any amendment shall become effective on the date specified within the amendment unless otherwise agreed.

20. Termination

This Agreement shall remain in effect until:

- The Parties execute a written agreement terminating it;
- It is replaced by another written financial agreement signed by both Parties; or
- It otherwise terminates according to applicable law.

Termination shall not affect rights, obligations, or liabilities that arose before the termination date unless expressly agreed otherwise.

21. Dispute Resolution

If a disagreement arises concerning this Agreement, the Parties agree to first attempt to resolve the dispute through good-faith negotiation.

If negotiation is unsuccessful, the Parties agree to participate in mediation before commencing litigation unless immediate legal action is necessary to protect legal rights.

22. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to its conflict of law principles.

23. Severability

If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

24. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter addressed herein and supersedes all prior discussions, negotiations, understandings, and written or oral agreements concerning these financial arrangements.

25. Execution

The Parties acknowledge that they have carefully read this Agreement, understand its contents, and voluntarily agree to be bound by its terms.

Each Party further acknowledges that they have had the opportunity to obtain independent legal advice before signing.

Signatures

Party A

Name

Date

Signature

Party B

Name

Date

Signature



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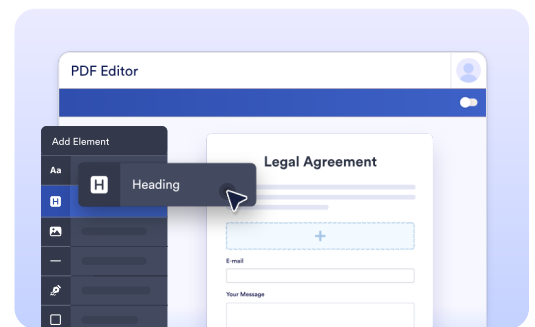
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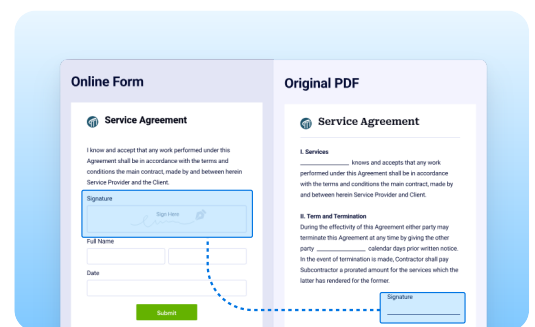
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