

Infidelity Postnuptial Agreement

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

First Spouse

Second Spouse

The First Spouse and the Second Spouse are collectively referred to as the "**Parties**" and individually as a "**Party**."

WHEREAS, the Parties are lawfully married and desire to continue their marriage while establishing certain rights and obligations relating to their marital relationship;

WHEREAS, the Parties acknowledge that trust and fidelity are fundamental aspects of their marriage and wish to document their mutual expectations concerning marital fidelity;

WHEREAS, the Parties intend this Agreement to establish their mutual understanding regarding the consequences of a material breach of the fidelity obligations described herein, while recognizing that applicable law may affect the enforceability of certain provisions;

WHEREAS, each Party acknowledges that they have had the opportunity to seek independent legal advice before signing this Agreement and enter into it voluntarily, without fraud, coercion, or undue influence.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and the Parties' mutual desire to continue their marital relationship, the Parties agree as follows.

1. Purpose

The purpose of this Agreement is to establish mutually agreed expectations concerning marital fidelity and to define certain financial and procedural arrangements that will apply if an act of infidelity, as defined in this Agreement, occurs during the Parties' marriage.

This Agreement is intended to supplement, and not replace, any other valid marital agreement executed by the Parties unless expressly stated otherwise.

2. Acknowledgment of Marriage

The Parties acknowledge that:

- They are legally married on the date this Agreement is signed.
- They enter into this Agreement voluntarily.
- They understand the legal significance of entering into a postnuptial agreement.
- They intend to remain married at the time of execution.

3. Definition of Infidelity

For purposes of this Agreement, "**Infidelity**" means that a Party, during the marriage and while this Agreement remains in effect, voluntarily engages in any of the following without the prior knowledge and express consent of the other Party:

- Sexual relations with another person.
- A continuing romantic or intimate relationship involving emotional or physical intimacy that exceeds the boundaries mutually accepted within the marriage.
- Any other conduct that the Parties mutually identify in writing as constituting infidelity after the execution of this Agreement.

A mere suspicion, rumor, or unverified allegation shall not constitute infidelity under this Agreement.

4. Standard for Determining Infidelity

Before any consequence described in this Agreement applies, the alleged infidelity must be established by credible evidence. Credible evidence may include documentary evidence, written admissions, electronic communications, photographs, witness statements, or any other reliable evidence that reasonably demonstrates the occurrence of infidelity.

Nothing in this Agreement prevents either Party from disputing an allegation or presenting evidence in response.

5. Mutual Duty of Good Faith

Each Party agrees to act honestly and in good faith regarding any allegation made under this Agreement.

Neither Party shall knowingly make false accusations or intentionally fabricate evidence concerning alleged infidelity.

6. Agreed Financial Consequences

If a Party is determined to have committed infidelity as defined in this Agreement, that Party agrees to the following financial obligation:

The Party who committed the infidelity shall pay the other Party _____ within _____ days after the occurrence of either:

- the Parties' written acknowledgment of the infidelity; or
- a final determination made through the dispute resolution process described in this Agreement.

The Parties acknowledge that this payment reflects their negotiated allocation of financial responsibility and is not intended as a criminal penalty or punishment. The Parties further acknowledge that a court may review the enforceability of this provision under applicable law.

7. Property Rights

Except as expressly modified by this Agreement, each Party retains all ownership rights in their separate property.

Unless otherwise agreed in writing, this Agreement does not automatically transfer ownership of real estate, personal property, retirement accounts, investment accounts, or other assets.

Any transfer of ownership shall require separate written documentation where required by applicable law.

8. Marital Property

If the Parties later divide marital property, they intend that the circumstances described in this Agreement may be considered in accordance with applicable law to the extent legally permitted.

Nothing in this Agreement guarantees that any court or other authority will adopt a specific property division.

9. Existing Financial Obligations

Unless expressly modified by this Agreement, all existing financial obligations between the Parties remain unchanged, including obligations arising under any prior valid marital agreement.

10. Confidentiality

The Parties agree to maintain the confidentiality of this Agreement and any dispute arising under it except where disclosure is reasonably necessary:

- to obtain legal, financial, or tax advice;
- to enforce this Agreement;
- to comply with a legal obligation or court order; or
- as otherwise required by law.

11. Privacy of Personal Information

The Parties shall use reasonable efforts to protect each other's private communications, personal information, and confidential records while addressing any matter arising under this Agreement.

12. Dispute Resolution

Before commencing court proceedings concerning this Agreement, the Parties agree to attempt in good faith to resolve their dispute through negotiation.

If negotiation does not resolve the dispute, the Parties may participate in mediation before pursuing other available legal remedies, unless immediate court intervention is reasonably necessary to protect legal rights.

Nothing in this Agreement limits either Party's right to seek relief from a court where permitted by law.

13. Representations of the Parties

Each Party represents that:

- they have disclosed all material information relevant to this Agreement to the best of their knowledge;
- they understand the contents and legal significance of this Agreement;
- they have had sufficient time to review the Agreement;
- they have had the opportunity to obtain independent legal advice before signing; and
- they sign this Agreement voluntarily.

14. Amendment

This Agreement may be amended only through a written document signed by both Parties. No oral statement or informal communication shall modify this Agreement.

15. Severability

If any provision of this Agreement is determined to be invalid, unenforceable, or unlawful, the remaining provisions shall remain in effect to the fullest extent permitted by applicable law unless the invalid provision is so fundamental that the remaining Agreement cannot reasonably continue.

16. Entire Agreement

This Agreement constitutes the complete understanding of the Parties regarding the subject matter addressed herein and supersedes all prior oral or written discussions relating to that subject matter.

17. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to any conflict of law principles, except to the extent that mandatory law requires otherwise.

18. Acknowledgment Regarding Enforceability

The Parties acknowledge that postnuptial agreements, including provisions relating to marital conduct and financial consequences, may be subject to judicial review and that the enforceability of any provision depends on applicable law and the specific facts and circumstances existing at the time enforcement is sought.

19. Effective Date

This Agreement becomes effective on the date it has been signed by both Parties unless a later effective date is expressly stated herein.

Signatures

By signing below, the Parties acknowledge that they have carefully read this Agreement, understand its contents, have had the opportunity to seek independent legal advice, and voluntarily agree to be bound by its terms.

First Spouse

Name

Date

Signature

Second Spouse

Name

Date

Signature



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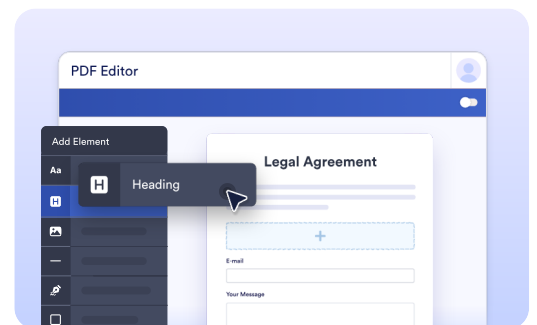
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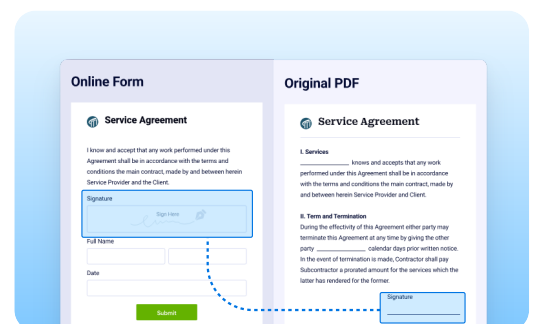
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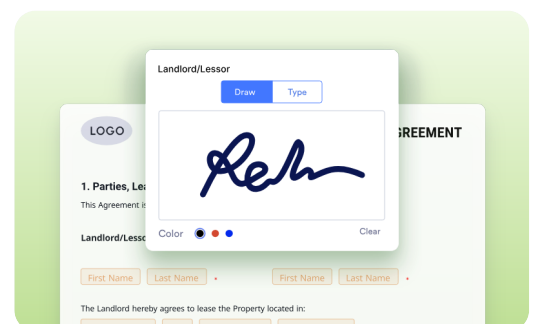
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