

# Postnuptial Agreement

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This **Postnuptial Agreement** ("**Agreement**" hereinafter) has been signed by and between

\_\_\_\_\_, residing at \_\_\_\_\_ ("**Spouse 1**"),

and

\_\_\_\_\_, residing at \_\_\_\_\_ ("**Spouse 2**"),

Spouse 1 and Spouse 2 may be referred to individually as a "**Party**" or collectively as the "**Parties**."

## 1. Background

The Parties were lawfully married on \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.

The Parties are currently married and intend by this Agreement to define their respective rights and obligations regarding property ownership, division of assets and liabilities, and other financial matters.

The Parties are entering into this Agreement freely and voluntarily, without undue influence, coercion, or duress, and each has had the opportunity to consult independent legal counsel of their choice.

The Parties agrees on the following issues;

## 2. Separate Property

Each Party shall retain sole ownership of all property, assets, and income currently owned or acquired in the future by that Party individually, whether acquired by gift, inheritance, purchase, or otherwise, and such property shall remain that Party's separate property.

The property listed below is acknowledged as each Party's separate property;

Separate Property of Spouse 1	Separate Property of Spouse 2

Any increase in value, income, rents, profits, or appreciation derived from such separate property shall also remain separate property unless otherwise agreed in writing.

### 3. Marital Property

Marital property shall include any property acquired jointly by the Parties during the marriage, except for property explicitly designated as separate under "2. Separate Property" section of this Agreement.

Unless otherwise agreed in writing, marital property shall be divided equally between the Parties upon dissolution of the marriage, either by divorce, annulment, or legal separation.

The Parties may jointly acquire property and designate it as marital property by title or written agreement, regardless of the source of funds used for purchase.

### 4. Debts and Liabilities

Each Party shall be solely responsible for all debts and liabilities incurred in their individual name, whether incurred before or after the marriage, unless such debts are expressly agreed to be joint in writing. Joint debts incurred during the marriage and titled in both names shall be equally divided upon dissolution, unless otherwise agreed.

Neither Party shall incur debt in the name of the other or bind the other to financial obligations without prior written consent.

## 5. Waivers

Each Party hereby irrevocably waives, relinquishes, and disclaims any and all rights or claims to the Separate Property of the other Party, including any rights that might otherwise arise by virtue of marriage, equitable distribution, or other marital rights under state law.

If the Parties reside or subsequently reside in a community property state, they agree that this Agreement shall serve to maintain the Separate Property and Marital Property as defined herein, and they expressly waive the application of community property principles inconsistent with this Agreement.

## 6. Representation

Each Party acknowledges that they have had the opportunity to seek and receive independent legal counsel regarding this Agreement and that they fully understand its terms and consequences. Each Party further affirms that this Agreement is entered into voluntarily, without coercion, duress, or undue influence.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

### Spouse 1

**Name**

**Date**

**Signature**

\_\_\_\_\_

### Spouse 2

**Name**

**Date**

**Signature**

\_\_\_\_\_



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