# Postnuptial Agreement Texas

## 1. Parties and Effective Date

This **Postnuptial Agreement** ("***Agreement***") is entered into by and between _____ _____ ("***Spouse One***") and _____ _____ ("**Spouse Two**"), who are legally married to each other.

This Agreement is effective as of _____.

Spouse One and Spouse Two may be referred to individually as a "***Spouse***" and collectively as the "***Spouses.***"

## 2. Recitals

**WHEREAS,** the Spouses were married on _____ in _____;

**WHEREAS,** the Spouses desire to define, confirm, partition, and assign certain property rights and financial responsibilities during their marriage and in the event of separation, divorce, death, or other legal termination of the marriage;

**WHEREAS,** the Spouses intend this Agreement to operate as a marital property agreement under Texas law;

**WHEREAS,** each Spouse has had the opportunity to review this Agreement carefully, request additional information, seek independent legal advice, and decide freely whether to sign it;

**NOW, THEREFORE,** the Spouses agree as follows.

## 3. Purpose of Agreement

The purpose of this Agreement is to identify the Spouses' separate property, partition or exchange certain community property, allocate responsibility for certain debts and obligations, and establish how specified property and financial matters will be handled during the marriage and upon separation, divorce, death, or other termination of the marriage.

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This Agreement is intended to affect property rights only to the extent stated in this Agreement. It does not modify parental rights, child custody, child support, or any other matter that cannot lawfully be predetermined by private agreement.

### 4. Financial Disclosure

Each Spouse confirms that, before signing this Agreement, that Spouse received a fair and reasonable disclosure of the other Spouse's property, income, debts, liabilities, business interests, and material financial obligations.

Each Spouse acknowledges that the financial information provided was sufficient for that Spouse to make an informed decision regarding this Agreement. Each Spouse further confirms that any additional financial information requested before signing was either provided or voluntarily waived in writing.

The Spouses agree that the following summary identifies the material financial information disclosed before execution of this Agreement:

| Financial Category | Spouse One Disclosure | Spouse Two Disclosure |
|---|---|---|
| Real Property | | |
| Bank and Investment Accounts | | |
| Business Interests | | |
| Retirement Accounts | | |
| Vehicles and Personal Property | | |
| Debts and Liabilities | | |
| Other Material Financial Interests | | |

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## 5. Separate Property Confirmed

The Spouses agree that the following property is and shall remain the separate property of the Spouse identified as the owner, together with all increases, proceeds, substitutions, replacements, and income arising from that property, unless this Agreement expressly provides otherwise.

| Separate Property Owner | Description of Separate Property |
|---|---|
| Spouse One | |
| Spouse Two | |

Neither Spouse shall acquire any ownership interest in the other Spouse's separate property solely because of the marriage, contribution of time or effort, payment of expenses, improvement of the property, or use of community funds, except as expressly stated in this Agreement.

## 6. Partition and Exchange of Community Property

The Spouses agree to partition and exchange the community property identified below. Upon execution of this Agreement, each item of property listed in this clause shall become the separate property of the Spouse identified as the owner.

| Property Description | Assigned Separate Property Owner |
|---|---|
| | |
| | |

Each Spouse transfers, assigns, and releases to the other Spouse any community property interest that Spouse may have in the property assigned to the other Spouse under this Agreement.

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## 7. Future Property and Income

Unless otherwise stated in this Agreement, property acquired by either Spouse after the Effective Date shall be characterized according to Texas law.

However, income, revenue, dividends, distributions, rents, royalties, appreciation, proceeds, and replacements arising from a Spouse's separate property shall remain the separate property of that Spouse.

The Spouses may identify additional future property to be treated as separate property as follows:

| Future Property or Income Category | Separate Property Owner |
| --- | --- |
| | |
| | |

## 8. Debts and Liabilities

Each Spouse shall be solely responsible for the debts, liabilities, and obligations identified below as that Spouse's separate responsibility.

| Debt or Obligation | Responsible Spouse |
| --- | --- |
| | |
| | |

A Spouse who is responsible for a debt under this Agreement shall pay that debt when due and shall not seek reimbursement or contribution from the other Spouse unless this Agreement expressly provides otherwise.

Nothing in this Agreement is intended to limit the rights of a creditor who is not a party to this Agreement.

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## 9. Reimbursement and Contribution Claims

Except as expressly stated in this Agreement, each Spouse waives and releases any claim against the other Spouse or the other Spouse's separate property for reimbursement, contribution, repayment, or compensation arising from payments, labor, services, improvements, management, or use of funds made before the Effective Date.

For transactions occurring after the Effective Date, no reimbursement or contribution claim shall arise unless the Spouses agree to that claim in a written document signed by both Spouses.

## 10. Management and Control of Property

Each Spouse shall have the sole right to manage, control, transfer, sell, encumber, lease, invest, or otherwise deal with that Spouse's separate property, subject to any written restrictions expressly stated in this Agreement.

Each Spouse shall sign and deliver any reasonable documents necessary to give effect to the property classifications and transfers stated in this Agreement.

## 11. Effect Upon Separation or Divorce

If the Spouses separate or divorce, the property classified as a Spouse's separate property under this Agreement shall remain that Spouse's separate property.

Any community property not partitioned, exchanged, assigned, or otherwise addressed in this Agreement shall be handled according to applicable Texas law or any later written agreement signed by both Spouses.

This Agreement does not waive, limit, or predetermine child support, conservatorship, possession, access, or any other child-related matter.

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## 12. Effect Upon Death

Upon the death of either Spouse, the property classified as a Spouse's separate property under this Agreement shall remain that Spouse's separate property and shall pass according to that Spouse's valid estate planning documents or applicable law.

This Agreement does not serve as a will, trust, beneficiary designation, or transfer-on-death instrument. Each Spouse remains responsible for maintaining any estate planning documents needed to carry out that Spouse's intentions.

## 13. Voluntary Execution

Each Spouse confirms that this Agreement is signed voluntarily, knowingly, and without fraud, duress, coercion, undue pressure, or improper influence.

Each Spouse acknowledges that the terms of this Agreement are understood, that the legal and financial consequences have been considered, and that each Spouse has had a reasonable opportunity to consult independent legal counsel before signing.

## 14. Amendment or Revocation

This Agreement may be amended, revoked, or replaced only by a written agreement signed by both Spouses.

No oral statement, course of conduct, informal communication, or failure to enforce any provision shall amend or revoke this Agreement.

## 15. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted under the laws of the State of Texas.

If a dispute arises concerning this Agreement, the Spouses shall first make a good faith effort to resolve the dispute through written communication or mediation before seeking court intervention, unless immediate legal action is necessary to preserve property, prevent loss, or comply with a legal deadline.

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## 16. Severability

If any clause of this Agreement is found invalid or unenforceable, the remaining clauses shall remain effective to the fullest extent permitted by law, provided that the essential purpose of this Agreement can still be carried out.

## 17. Entire Agreement

This Agreement contains the entire agreement between the Spouses regarding the property, debts, and financial matters addressed in this Agreement.

This Agreement replaces all prior oral or written understandings between the Spouses concerning the same subject matter, except for any written agreement expressly identified in this Agreement as continuing in effect.

## 18. Signatures

By signing below, each Spouse confirms that the Spouse has read this Agreement, understands its terms, has received or waived sufficient financial disclosure, has had the opportunity to seek independent legal advice, and signs this Agreement voluntarily.

**Spouse One**

**Name**

**Date**

**Signature**

**Spouse Two**

**Name**

**Date**

**Signature**

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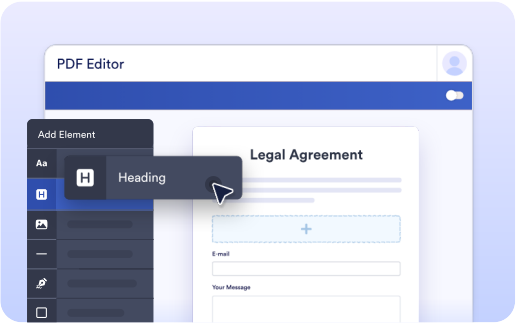


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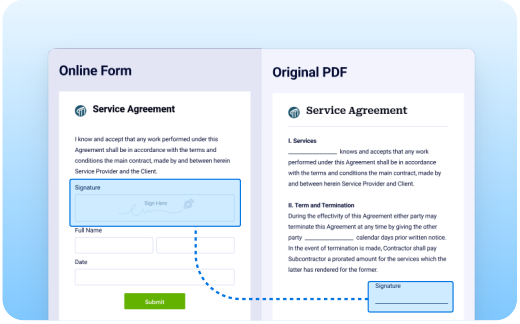


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