

# POSTNUPTIAL AGREEMENT

This Postnuptial Agreement (the "**Agreement**") is entered into on \_\_\_\_\_  
(the "**Effective Date**") by and between:

**HUSBAND:**

**WIFE:**

(the "**Husband**"),

(the "**Wife**"),

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Email/Phone number: \_\_\_\_\_

Email/Phone number: \_\_\_\_\_

**FOUNDATIONS FOR DIVORCE.** This Agreement shall remain in effect only due to the following grounds for divorce: *(choose all that apply)*

Irreconcilable differences.

Alcoholism/drug addiction.

Adultery.

Prison sentence.

Other: \_\_\_\_\_.

**ASSETS.** The Parties acknowledge and agree that they have fully disclosed to each other all assets owned individually or jointly as of the date of this Agreement. This includes but is not limited to real property, financial accounts, investments, personal property, businesses, and other assets of value.

**JOINT PROPERTY.** The Parties agree that the following property, both premarital and acquired during the marriage, shall be considered as joint property (the "**Joint Property**"): *(choose all that apply)*

**Real estate:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**Vehicles:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bank accounts:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the purposes of this Agreement, separation shall be defined as the physical and unequivocal cessation of the Parties' cohabitation as spouses. Separation shall signify that the Parties no longer reside in the same household and have ceased engaging in a marital relationship (the "**Separation**").

For the purposes of this Agreement, divorce shall be defined as the legal termination of the marital relationship between the Parties by a final judgment or decree of divorce issued by a court of competent jurisdiction (the "**Divorce**").

In the event of the Separation or Divorce of the Parties, all the Joint Property shall be divided as follows: (*choose one*)

Each Party will be entitled to 50% of this property or an equal monetary share, regardless of the proportion of each Party's investment, unless the Parties have agreed otherwise in writing.

The Husband shall retain all rights, title, and interest in the following property  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

and the Wife shall retain all rights, title, and interest in the following property

- The Joint Property shall be sold, and the net profits shall be divided: (*choose one*)
  - equally between the Parties
  - as follows: \_\_\_\_\_% to the Husband and \_\_\_\_\_% to the Wife.
- Other option: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**SEPARATE PROPERTY.** The Parties agree that the separate property (the "**Separate Property**"), both premarital and acquired during the marriage, shall be deemed solely owned by either Party and, in the event of the Separation or Divorce, is not subject to division between the Parties.

The Husband's Separate Property includes: (*choose all that apply*)

- Real estate:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- Vehicles:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- Bank accounts:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Wife's Separate Property includes: *(choose all that apply)*

**Real estate:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Vehicles:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bank accounts:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESIDENCE.** The Parties reside in located at \_\_\_\_\_  
\_\_\_\_\_ (the "**Residence**").

The expenses related to the maintenance of the Residence, such as \_\_\_\_\_  
in the event of the Parties' Separation or Divorce, until the expiration of the obligations as to these expenses shall be paid:

- by the Husband.
- by the Wife.
- equally by both Parties.

**DEBTS.** The Parties have the following joint debts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties agree that all debts listed above should be paid: *(choose one)*

- by the Husband.
- by the Wife.
- by Parties equally.

The Husband will be responsible for paying the following debts in full

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and is solely responsible for late payments or other penalties that may accrue.  
The Wife will be responsible for paying the following debts in full

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and is solely responsible for late payments or other penalties that may accrue.

Other option: \_\_\_\_\_

Either Party is solely responsible for the debt made after the Effective Date.

**TAXES.** The Parties agree to file separate federal and state income tax returns or as otherwise designated in writing. The Agreement does not waive the Parties' right to report their income for federal or state income tax purposes jointly.

**FINANCIAL SUPPORT.** The Parties agree that in case of \_\_\_\_\_, the Husband Wife will pay spousal support to the Wife Husband of \$ \_\_\_\_\_ per month: (*choose one*)

for the period of \_\_\_\_\_ following either Party filing a petition for Divorce in the state of governing law.

until the date of \_\_\_\_\_.

In case of betrayal, including infidelity, the injured Party reserves the right to seek legal remedies for any damages or harm caused to the marriage, including potential adjustments to this Agreement.

Both Parties commit to providing complete and accurate financial data and information about health conditions. Any intentional misrepresentation or withholding of financial information or health conditions may result in legal remedies, such as voiding this Agreement or modifying its terms.

**DISABILITY.** In case of any legal disability, the Parties waive any right to serve as conservators of the person or property of the other.

**TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall be terminated at any time by mutual written agreement of both Parties. Any termination of this Agreement shall be signed and dated by both Parties and shall be effective upon the date specified in the termination agreement.

The Party wishing to terminate this Agreement should provide written notice to the other Party at least 10 business days in advance, specifying the reasons for termination and the effective date of termination. The termination notice shall be sent by certified mail or delivered in person.

Upon termination, this Agreement shall be null and void, and its terms and conditions shall no longer apply to the Parties. All property, assets, and financial arrangements shall be governed by applicable laws and regulations as if this Agreement had never existed.

If, upon sending the termination notice, the Parties begin the Divorce process and reconcile, this Agreement shall remain in full effect unless and until it is modified or revoked in writing and signed by the Parties.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or emails set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the \_\_\_\_\_ business day from the date of posting if sent by registered mail or email.

**GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of the State of \_\_\_\_\_.

**SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

**WAIVER.** The failure of any Party to enforce a particular provision of this Agreement shall not constitute a waiver of their right to enforce that provision in the future.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or discussions, whether oral or written, relating to the subject matter of this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

**BINDING EFFECT.** This Agreement shall be binding upon the Parties and their respective successors and assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**ADDITIONAL TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**Husband's Name and Signature:** \_\_\_\_\_

**Wife's Name and Signature:** \_\_\_\_\_

# NOTARY ACKNOWLEDGMENT

Sworn to and subscribed before me on \_\_\_\_\_.

\_\_\_\_\_  
Place for signature

\_\_\_\_\_  
Notary public's name and seal