

Postnuptial Agreement

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

_____ having their usual place of living at _____
(the "**Husband**"), and

_____ having their usual place of living at _____ (the "**Wife**"),
collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS the Parties were married on _____;

WHEREAS the Parties desire to define their rights and responsibilities with respect to their property as well as financial and personal matters in the event of the Parties' separation or divorce;

WHEREAS either Party desires to enter into this Agreement freely and voluntarily, without undue influence, fraud, or misrepresentation;

NOW, THEREFORE, in consideration of the obligations contained herein and other valuable considerations, the Parties have agreed as follows:

Grounds for divorce. This Agreement shall remain in effect only due to the following grounds for divorce:

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**"):

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:

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.

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:

The Wife's Separate Property includes:

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, shall be paid by the Husband within the term left until the expiration of the obligations as to these expenses.

Debts. The Parties have the following joint debts: _____.

The Parties agree that all debts listed above should be paid by the Husband.

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 will pay spousal support to the Wife of _____ per month for _____ following either Party filing a petition for Divorce in the state of governing law.

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.

Revocation of the Agreement. This Agreement may be amended, modified, revoked, or canceled at any time only by an acknowledged written instrument signed by both Parties with notary acknowledgment.

Communication. Both Parties understand the importance of maintaining effective and respectful communication to address matters related to shared assets and other necessary separation or post-divorce responsibilities. The Parties agree to communicate primarily via _____, except in cases of emergency or time-sensitive issues, where telephone communication may be appropriate. The Parties shall provide each other with updated contact information to ensure communication effectiveness. The Parties shall strive to respond to non-emergency communications within a reasonable time frame, typically _____. In the event of a genuine emergency involving shared property, either Party may initiate immediate communication without adhering to the preferred modes and response times mentioned in this clause.

Governing law and dispute resolution. This Agreement shall be governed by and interpreted following 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 _____.

Binding agreement. This Agreement shall be binding and inure to the benefit of the Parties.

Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability. The illegality, invalidity, or unenforceability of such a provision in that jurisdiction will not affect its legality, validity, enforceability, or any other provision of this Agreement in any other jurisdiction.

Entire agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, understandings, or agreements, whether oral or written.

Acknowledgments. Each Party acknowledges that before executing this Agreement either Party may have this Agreement reviewed by the legal counsel or attorney as well as has read and understands each provision of this Agreement.

Annexes. All Annexes, if any, shall make an integral part of this Agreement by reference.

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

The Husband

Signature

The Wife

Signature

Notary Acknowledgment

Personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, sworn to, and subscribed before me on _____.

Notary public's signature

Notary public's name and seal