POSTNUPTIAL AGREEMENT

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This Postnuptial Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between:

[Husband’s Full Name], residing at [Husband’s Address], hereinafter referred to as the "Husband,"
AND
[Wife’s Full Name], residing at [Wife’s Address], hereinafter referred to as the "Wife."

Collectively referred to as the “Parties.”

# 1. RECITALS

* 1.1 The Parties were lawfully married on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, in [City, State, Country].
* 1.2 The Parties desire to enter into this Agreement to define and settle their respective rights and obligations regarding current and future property, assets, debts, income, and other financial matters.
* 1.3 The Parties enter into this Agreement voluntarily, free from duress, coercion, or undue influence, and after full and fair disclosure of their financial situations.

# 2. DISCLOSURE

* Each Party affirms that they have fully and fairly disclosed to the other their assets, debts, and financial obligations as of the date of this Agreement. Attached hereto as Exhibit A (Husband’s Financial Disclosure) and Exhibit B (Wife’s Financial Disclosure).

# 3. SEPARATE PROPERTY

* 3.1 Any property currently owned by either Party individually, listed in the attached exhibits, shall remain their separate property and shall not be subject to division upon separation, divorce, or death.
* 3.2 Income and appreciation from separate property shall also remain separate unless otherwise stated in writing.

# 4. MARITAL PROPERTY

* 4.1 Property acquired jointly by the Parties after the date of marriage and not otherwise designated as separate shall be considered marital property.
* 4.2 Marital property shall be divided equitably in the event of divorce or legal separation unless the Parties otherwise agree in writing.

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# 5. SPOUSAL SUPPORT / ALIMONY

* 5.1 In the event of divorce or separation, the Parties agree that:
* ☐ Neither Party shall be obligated to pay spousal support to the other.
* ☐ Spousal support shall be determined based on the laws of the state of [State].
* ☐ [Other agreed terms, if any].

# 6. DEBTS AND LIABILITIES

* 6.1 Each Party shall be responsible for any debts incurred in their individual name prior to or during the marriage unless expressly agreed otherwise in writing.
* 6.2 Joint debts shall be shared equally or as mutually agreed.

# 7. WAIVER OF RIGHTS

* Each Party waives any claim, right, or interest in the separate property of the other, including but not limited to retirement accounts, real estate, business interests, or inheritance.

# 8. ESTATE RIGHTS

* Nothing in this Agreement shall prevent either Party from naming the other as a beneficiary in their will or estate plan. However, each Party expressly waives any statutory right to inherit from the other’s estate unless otherwise stated in a valid estate document.

# 9. GOVERNING LAW

* This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

# 10. ENTIRE AGREEMENT

* This Agreement contains the entire understanding between the Parties relating to the subject matter herein and supersedes all prior negotiations, understandings, or agreements.

# 11. AMENDMENTS

* This Agreement may only be amended or modified by a written agreement signed by both Parties.

# 12. SEVERABILITY

* If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

# 13. LEGAL REPRESENTATION

* Each Party acknowledges that they have been advised to seek independent legal counsel and either:
* ☐ Has received legal advice.
* ☐ Has voluntarily chosen not to seek legal counsel.

IN WITNESS WHEREOF, the Parties have executed this Postnuptial Agreement as of the date first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Husband’s Full Name], Husband
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Wife’s Full Name], Wife
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# NOTARY ACKNOWLEDGMENT

STATE OF [STATE]
COUNTY OF [COUNTY]

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me, the undersigned notary public, personally appeared:

☐ [Husband’s Name]
☐ [Wife’s Name]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public for the State of [State]
My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_