

Post-Marital Agreement between Spouses

Introduction and Disclosures

The parties to this Post-Marital Agreement between Spouses are **[name of party A]** and **[name of party B]**, the spouses. Each party stipulates to the following:

1. **[Name of party A]** and **[name of party B]** were married on **[date]** in _____ **[county]**, _____ **[State]**.
2. **[This is where you will include either the Schedules attached, or list out all property described in response to Questions 4, 5, 7 and 8).** The spouses presently own as separate property the real and/or personal property described in Schedules A and B of the Post-Marital Agreement. Schedule A contains a description of the property owned at the time of marriage by **[name of party A]** as his sole and separate property, and Schedule C contains a description of his debts and obligations. Schedule B contains a description of the property owned at the time of marriage by **[name of party B]** as her sole and separate property, and Schedule D contains a description of her debts and obligations.

In consideration of the mutual covenants contained in this agreement, the love and respect each party has for the other, and other good and valuable consideration, receipt of which is hereby acknowledged, **[name of party A]** and **[name of party B]** agree as follows:

Article 1 – Income Derived from Separate Property

- 1.1 The spouses desire to provide by this agreement (a) that all income arising from **[name of party A]**'s separate property, as well as all income arising from the reinvestment of that income, will be his separate property and remain under his ownership, management, and control, both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from **[name of party A]** to **[name of party B]** by will or other written instrument; and (b) that all income arising from **[name of party B]**'s separate property, as well as all income arising from the reinvestment of that income, will be her separate property and remain under her ownership, management, and control, both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from **[name of party B]** to **[name of party A]** by will or other written instrument.
- 1.2 The spouses desire to provide by this agreement (a) that all income arising from **[name of party A]**'s separate property, as well as all income arising from the reinvestment of that income, will become the joint/community property of the marital estate and parties thereto; and (b) that all income arising from **[name of party B]**'s separate property, as well as all income arising from the reinvestment of that income, will become the joint/community property of the marital estate and parties thereto. The parties agree to exchange and file any documents and paperwork as necessary to effectuate this transfer within 10 business days of the execution of this agreement.

- 1.3 The spouses desire to provide by this agreement that the income arising from the following separate property will become the joint/community property of the marital estate and parties thereto: (LIST AND IDENTIFY THE PROPERTY AND TO WHOM IT ORIGINALLY BELONGED). The parties agree to exchange and file any documents and paperwork as necessary to effectuate this transfer within 10 business days of the execution of this agreement.

Article 2 – Debt from Separate Property

- 2.1 The spouses desire all liabilities listed in schedules C and D shall remain each party's separate liabilities and all liabilities associated with the properties listed in schedule A and B shall remain each party's joint liabilities.
- 2.2. The spouses desire that all liabilities listed in schedules ____ and ____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, with the exception of the following, which shall become separate (list and identify the individual to whom it shall belong).
- 2.3 All liabilities listed in schedules _____ and _____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, but all liabilities that we each incur individually as of the date of the execution of this agreement shall be our **JOINT** liabilities.
- 2.4 All liabilities listed in schedules _____ and _____ shall remain our separate liabilities and all liabilities listed in schedule _____ shall remain our joint liabilities, but all liabilities that we each incur individually as of the date of the execution of this agreement shall be our **SEPARATE** liabilities.

Article 3 – Characterization of Separate/Community Property

- 3.1 The spouses desire to provide by this agreement (a) that the property listed in Schedules A and C shall be considered [**name of party A**]'s separate property, unless such separate property is otherwise voluntarily transferred from [**name of party A**] to [**name of party B**] by will or other written instrument; and (b) that the property listed in Schedules A and C shall be considered [**name of party A**]'s separate property both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from [**name of party B**] to [**name of party A**] by will or other written instrument.
- 3.2 The spouses desire to provide by this agreement (a) that the property listed in Schedules A and C shall be considered joint and community property, but (b) that the property listed in Schedules B and D shall be considered [**name of party B**]'s separate property both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from [**name of party B**] to [**name of party A**] by will or other written instrument.

- 3.3 The spouses desire to provide by this agreement (a) that the property listed in Schedules B and D shall be considered joint and community property, but (b) that the property listed in Schedules A and C shall be considered [**name of party A**]'s separate property both during this marriage and on its dissolution by death or court order, unless such separate property is otherwise voluntarily transferred from [**name of party A**] to [**name of party B**] by will or other written instrument.
- 3.4 The spouses desire to provide by this agreement that the property listed below shall be considered from this day forward joint/community property, but all property otherwise remaining in Schedules A-D shall be considered the separate property of each party with rightful ownership to each respective party.
- 3.5 The spouses desire to provide by this agreement that any property received via probate or inheritance shall be characterized as the recipient party's separate property.
- 3.6 The spouses desire to provide by this agreement that any property received via probate or inheritance shall be characterized as joint/community property of the marital estate.
- 3.7 The spouses desire to provide by this agreement that any property received via gift shall be characterized as the recipient party's separate property.
- 3.8 The spouses desire to provide by this agreement that any property received via gift shall be characterized as joint/community property of the marital estate.
- 3.9 The spouses desire to provide by this agreement that any property received via settlement or judgment based on litigation, namely, personal injury, shall be characterized as the recipient party's separate property.
- 3.10 The spouses desire to provide by this agreement that any property received via settlement or judgment based on litigation, namely, personal injury, shall be characterized joint/community property belonging to the marital estate.
- 3.11 The spouses desire that, in the event property or debt acquired after the execution of this agreement is difficult to characterize as either joint/community or separate, if there is an objective method to determine which person the property should belong to (such as the primary account holder), then the property should be considered the separate property of said person. If it is too difficult to objectively determine to whom the property or debt belongs, the spouses intend for it to be considered joint/community property.
- 3.12 The spouses desire that, in the event property or debt acquired after the execution of this agreement is difficult to characterize as either joint/community or separate, the property should be considered de facto joint/community property.

Article 4 – Disposition of Property Upon Death

- 4.1 Neither party waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession.
- 4.2 Each party waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession.
- 4.3 Party A waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession, but Party B does not provide a similar waiver.
- 4.4 Party B waives his or her share of the intestate estate upon the other Party's passing, and renounces all benefits that would otherwise pass to such party by intestate succession, but Party A does not provide a similar waiver.

Article 5 - Retirement Benefits

- 5.1 **[Name of party A]** waives all right, title, and interest, if any, that he has or may have by virtue of his marriage to **[name of party B]** in all of **[name of party B]**'s retirement benefits **[include if applicable: and disability benefits]**, whether lump sum or installment, arising out of **[name of party B]**'s past, present, or future employment. **[Name of party A]** acknowledges that this waiver includes all rights that he has or may have to receive any benefits or payments from **[name of party B]**'s 401(k) plan **[include if applicable: as well as any interest in [name of party B]'s individual retirement account]**. **[Name of party A]** further waives all rights he may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party B]** under the terms of her current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.
[Include the following if party B has designated a specific beneficiary: [Name of party A] acknowledges that [name of party B] has designated [name] as the beneficiary of all benefits associated with [name of party B]'s interest in her [describe retirement plan] as a result of her employment with [name of employer]. [Name of party A] further acknowledges that he has the right to limit his consent relating to [name of party B]'s designation of a particular beneficiary. However, [name of party A], by executing this agreement, voluntarily elects to relinquish that right.]
- 5.2 **[Name of party B]** waives all right, title, and interest, if any, that she has or may have by virtue of her marriage to **[name of party A]** in all of **[name of party A]**'s retirement benefits **[include if applicable: and disability benefits]**, whether lump sum or installment, arising out of **[name of party A]**'s past, present, or future employment. **[Name of party B]** acknowledges that this waiver includes all rights that she has or may have to receive any benefits or payments from **[name of party A]**'s 401(k) plan **[include if applicable: as well as any interest in [name of party A]'s individual retirement**

account]. **[Name of party B]** further waives all rights she may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party A]** under the terms of his current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party A has designated a specific beneficiary: **[Name of party B]** acknowledges that **[name of party A]** has designated **[name]** as the beneficiary of all benefits associated with **[name of party A]**'s interest in his **[describe retirement plan]** as a result of his employment with **[name of employer]**. **[Name of party B]** further acknowledges that she has the right to limit her consent relating to **[name of party A]**'s designation of a particular beneficiary. However, **[name of party B]**, by executing this agreement, voluntarily elects to relinquish that right.]

- 5.3 **[Name of party A]** waives all right, title, and interest, if any, that he has or may have by virtue of his marriage to **[name of party B]** in all of **[name of party B]**'s retirement benefits **[include if applicable:** and disability benefits], whether lump sum or installment, arising out of **[name of party B]**'s past, present, or future employment. **[Name of party A]** acknowledges that this waiver includes all rights that he has or may have to receive any benefits or payments from **[name of party B]**'s 401(k) plan **[include if applicable:** as well as any interest in **[name of party B]**'s individual retirement account]. **[Name of party A]** further waives all rights he may have to participate in any decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party B]** under the terms of her current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party B has designated a specific beneficiary: **[Name of party A]** acknowledges that **[name of party B]** has designated **[name]** as the beneficiary of all benefits associated with **[name of party B]**'s interest in her **[describe retirement plan]** as a result of her employment with **[name of employer]**. **[Name of party A]** further acknowledges that he has the right to limit his consent relating to **[name of party B]**'s designation of a particular beneficiary. However, **[name of party A]**, by executing this agreement, voluntarily elects to relinquish that right.]

- 5.4 Party B does not waive any of his or her rights to any retirement benefits he or she may receive by virtue of marriage to Party A.

- 5.5. **[Name of party B]** waives all right, title, and interest, if any, that she has or may have by virtue of her marriage to **[name of party A]** in all of **[name of party A]**'s retirement benefits **[include if applicable:** and disability benefits], whether lump sum or installment, arising out of **[name of party A]**'s past, present, or future employment. **[Name of party B]** acknowledges that this waiver includes all rights that she has or may have to receive any benefits or payments from **[name of party A]**'s 401(k) plan **[include if applicable:** as well as any interest in **[name of party A]**'s individual retirement account]. **[Name of party B]** further waives all rights she may have to participate in any

decisions concerning the designation of beneficiaries or election of benefits or any other types of decisions to be made by **[name of party A]** under the terms of his current or future employee benefit plan or plans. This waiver is effective whether the parties' marriage is terminated by death or by court order.

[Include the following if party A has designated a specific beneficiary: [Name of party B] acknowledges that [name of party A] has designated [name] as the beneficiary of all benefits associated with [name of party A]'s interest in his [describe retirement plan] as a result of his employment with [name of employer]. [Name of party B] further acknowledges that she has the right to limit her consent relating to [name of party A]'s designation of a particular beneficiary. However, [name of party B], by executing this agreement, voluntarily elects to relinquish that right.]

- 5.6 Party A does not waive any of his or her rights to any retirement benefits he or she may receive by virtue of marriage to Party B.
- 5.7 Neither party waives any rights to the other party's retirement benefits they are entitled to receive by virtue of their marital relationship.

Article 6 – Income Earned by Each Party

- 6.1 The spouses desire to provide by this agreement that any income received by each party shall be considered that party's separate income, and whatever property said income acquires shall be considered that party's separate property, unless otherwise agreed to in writing.
- 6.2 The spouses desire to provide by this agreement that any income received by each party shall be the marital estate's joint/community income, and whatever property said income acquires shall be considered the marital estate's joint/community property, unless otherwise agreed to in writing.
- 6.3 The spouses desire to provide by this agreement that any income received by Party A shall be considered that party's separate income, and whatever property said income acquires shall be considered that party's separate property, unless otherwise agreed to in writing; and any income received by Party B shall be considered the marital estate's joint/community income, and whatever property said income acquires shall be considered the marital estate's joint/community property, unless otherwise agreed to in writing.
- 6.4 The spouses desire to provide by this agreement that any income received by Party B shall be considered that party's separate income, and whatever property said income acquires shall be considered that party's separate property, unless otherwise agreed to in writing; and any income received by Party A shall be considered the marital estate's joint/community income, and whatever property said income acquires shall be considered the marital estate's joint/community property, unless otherwise agreed to in writing.

Article 7 – Bank Accounts

- 7.1 The spouses desire to provide by this agreement that both parties shall maintain the current joint/community bank account.
- 7.2 The spouses desire to provide by this agreement that both parties shall close the joint/community bank account currently in use, and divide the funds in it as follows (50/50 to each, different percentage)
- 7.3 The spouses desire to provide by this agreement that both parties shall each maintain their own, separate bank accounts.
- 7.4 The spouses desire to provide by this agreement that both parties shall close their individual, separate bank accounts, and contribute _____% of the remaining funds into a new joint/community bank account within each party's name.
- 7.5 The spouses desire to not include anything in this agreement about bank accounts.

Article 8 – Spousal Maintenance

- 8.1 The spouses desire to provide by this agreement that, in the event of divorce, neither party waives or limits their respective potential rights or claims against the other party for alimony, spousal maintenance or support, whether temporary or permanent.
- 8.2 The spouses desire to provide by this agreement that, in the event of divorce, both parties waive all their respective potential rights or claims against the other party for alimony, spousal maintenance or support, whether temporary or permanent.
- 8.3 The spouses desire to provide by this agreement that, in the event of divorce, Party A does not waive or limit his or her potential rights or claims against Party B for alimony, spousal maintenance or support, whether temporary or permanent, but Party B waives all his or her respective potential rights or claims against Party A for alimony, spousal maintenance or support, whether temporary or permanent.
- 8.4 The spouses desire to provide by this agreement that, in the event of divorce, Party B does not waive or limit his or her potential rights or claims against Party A for alimony, spousal maintenance or support, whether temporary or permanent, but Party A waives all his or her respective potential rights or claims against Party B for alimony, spousal maintenance or support, whether temporary or permanent.
- 8.5 The spouses desire to provide by this agreement that, in the event of divorce, Party A limits his or her potential rights or claims against Party B for alimony, spousal maintenance or support, whether temporary or permanent to \$_____/ month.
- 8.6 The spouses desire to provide by this agreement that, in the event of divorce, Party B limits his or her potential rights or claims against Party A for alimony, spousal maintenance or support, whether temporary or permanent to \$_____/ month.

- 8.7 The parties agree that the limit stated in §7.5 OR 7.6 shall never vary.
- 8.8 The parties agree that the limit stated in §7.5 or 7.6 shall increase by ____% each year after our divorce, for a period of _____ years.
- 8.9 The parties agree that the limit stated in §7.5 or 7.6 shall increase by \$_____ each year after our divorce, for a period of _____ years.
- 8.10 The spouses desire to provide by this agreement that in the event support is paid to either party, said support shall end (tweak as they apply) upon the death of the obligee, when the obligee begins living with another person with whom he or she has an intimate relationship for a period of _____ (days/months/years), when the obligee remarries, or upon the _____ anniversary of our divorce.

Article 9 – Attorney’s Fees

- 9.1 The spouses desire to provide by this agreement that if one of the Parties unsuccessfully contests the validity or enforceability of this Agreement or any provision hereof through litigation, that Party shall pay the reasonable attorney fees and costs incurred by the other Party in defending such challenge.
- 9.2 The spouses desire to provide by this agreement that no attorney’s fees and costs shall be at issue should one of the parties contests the validity or enforceability of this Agreement or any provision hereof through litigation.

Article 10 - Execution of Documents

Each spouse agrees to cooperate fully with the other spouse in performing all acts and in executing, acknowledging, and delivering any instruments or documents required to accomplish the intent of this agreement. The spouses further agree to execute all instruments or documents within [number] days of receipt from the other spouse.

Article 11 - Severability

If a court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, then such provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue with full force and effect.

Article 12 – Governing Law

Each spouses desires and intends that this Agreement shall be governed by and interpreted according to the laws of the State of _____ regardless of any domicile established by either or both Parties at any time.

Article 13- Representation

- 13.1 The attorney representing **[name of party A]** is **[name]**. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from her attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from his attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on his own judgment and the advice of his attorney in entering into this agreement. **[Name of party B]** is relying on her own judgment and the advice of her attorney in entering into this agreement.
- 13.2 **[Name of Party A]** acknowledges that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, **[name of party A]** represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. **[Name of party A]** is relying on [his/her] own judgment in entering into this agreement. The attorney representing **[name of party B]** is **[name]**. **[Name of party A]** has not received any legal, financial, or other kind of advice from **[name of party B]** or from her attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party B]** is relying on her own judgment and the advice of her attorney in entering into this agreement.
- 13.3 **[Name of Party B]** acknowledges that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, **[name of party B]** represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. **[Name of party B]** is relying on [his/her] own judgment in entering into this agreement. The attorney representing **[name of party A]** is **[name]**. **[Name of party B]** has not received any legal, financial, or other kind of advice from **[name of party A]** or from her attorney, **[name]**, in connection with the advisability or nonadvisability of entering into this agreement. **[Name of party A]** is relying on her own judgment and the advice of her attorney in entering into this agreement.
- 13.4 **[Name of Party A]** acknowledges that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, **[name of party A]** represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. **[Name of party A]** is relying on [his/her] own judgment in entering into this agreement. **[Name of Party B]**

acknowledges that [he/she] has been advised and encouraged and has had the opportunity to retain an attorney to represent [him/her] in connection with this agreement but has specifically declined to do so. Nevertheless, [[**name of party B**] represents and warrants that [he/she] has the requisite knowledge and training to fully understand this agreement and understands that by executing this agreement [he/she] may adversely affect [his/her] marital property rights. [**Name of party B**] is relying on [his/her] own judgment in entering into this agreement.

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE OR SHE IS PERMANENTLY SURRENDERING RIGHTS TO INCOME OR PROPERTY HE OR SHE WOULD OTHERWISE HAVE UNDER THE LAWS OF THIS STATE AND THE LAW OF OTHER JURISDICTIONS.

EXECUTED in multiple originals on the dates of the acknowledgments shown below.

Acknowledgment of [name of party A]

My name is [**name of party A**]. I acknowledge that:

1. I have carefully read each and every page of this agreement [**include if applicable:** and all schedules referred to, in their entirety].
2. I am entering into this agreement freely and voluntarily [**include if applicable:** after receiving the advice of independent legal counsel].
3. I have given careful and mature thought to the making of this agreement.
4. I completely understand the provisions of this agreement concerning its nature, subject matter, and legal effect.

5. I have been completely informed of the facts relating to the subject matter of this agreement, including the fact that by signing this agreement I am permanently surrendering rights to income and property I would otherwise have under the laws of this state and other jurisdictions.

OR

5. I am freely and voluntarily entering into this agreement and understand that by executing this agreement I may be adversely affecting my marital rights and property.

[Name of party A]

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me at _____ .M. on
_____ by **[name of party A]**.

Notary Public, State of _____

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Acknowledgment of [name of party B]

My name is **[name of party B]**. I acknowledge that:

1. I have carefully read each and every page of this agreement [**include if applicable:** and all schedules referred to, in their entirety].

2. I am entering into this agreement freely and voluntarily [**include if applicable:** after receiving the advice of independent legal counsel].

3. I have given careful and mature thought to the making of this agreement.

4. I completely understand the provisions of this agreement concerning its nature, subject matter, and legal effect.

5. I have been completely informed of the facts relating to the subject matter of this agreement, including the fact that by signing this agreement I am permanently surrendering rights to income and property I would otherwise have under the laws of this state and other jurisdictions.

OR

5. I am freely and voluntarily entering into this agreement and understand that by executing this agreement I may be adversely affecting my marital rights and property.

[Name of party B]

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me at _____ .M. on _____ by **[name of party B]**.

Notary Public, State of _____

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

SCHEDULE A

Property of _____ (name)

1. The following real property, commonly known as _____ (address) in _____ County, _____ (state), including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: (provide the legal description)

2. All sums of cash in the possession of or subject to the control of _____ (name) together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in _____ 's name or from which _____ (name) has a right to withdraw funds or which are subject to _____ 's (name) control, including but not limited to money on account in the

following banks, savings institutions, or other financial institutions: (provide a list of said accounts).

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of _____ (name)'s past, present, or future employment, including but not limited to: (provide a list)

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of _____ (name) or otherwise owned by him/her as of the date of the execution of this agreement.

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of _____ (name), as well as all other items otherwise owned by him/her as of the date of the execution of this agreement.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of _____ (name) including but not limited to the following: (provide a list)

7. The _____ (year and model) automobile, vehicle identification number _____, together with all prepaid insurance.

SCHEDULE B

Property of _____ (name)

1. The following real property, commonly known as _____ (address) in _____ County, _____ (state), including but not limited to all rental income, sales proceeds, warranties, keys, house plans, service contracts, and utility deposits relating to it, and more particularly described as follows: (provide the legal description)

2. All sums of cash in the possession of or subject to the control of _____ (name) together with all interest income, mutations, enhancements, and increases therefrom, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in _____ 's name or from which _____ (name) has a right to withdraw funds or which are subject to _____ 's (name) control, including but not limited to money on account in the following banks, savings institutions, or other financial institutions: (provide a list of said accounts).

3. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases, mutations, enhancements, interest income, and the proceeds therefrom, and all other rights related to any Keogh plan, profit-sharing plan, retirement plan, pension plan, annuity, money market investment account, individual retirement account, or like benefit program existing by reason of _____ (name)'s past, present, or future employment, including but not limited to: (provide a list)

4. All wearing apparel, jewelry, and other personal effects in the possession of or subject to the control of _____ (name) or otherwise owned by him/her as of the date of the execution of this agreement.

5. All personal property, household furnishings, fixtures, artwork, antiques, china, silver, crystal, equipment, guns, and other household items currently in the possession of or subject to the control of _____ (name), as well as all other items otherwise owned by him/her as of the date of the execution of this agreement.

6. All policies of life insurance, including all cash values and any increases, mutations, enhancements, interest income, and dividend income received therefrom, insuring the life of _____ (name) including but not limited to the following: (provide a list)

7. The _____ (year and model) automobile, vehicle identification number _____, together with all prepaid insurance.

SCHEDULE C Debts & Liabilities

1. All indebtedness due on any separate-property asset listed in Schedule A of this agreement, unless specifically provided herein to the contrary.

2. All obligations of _____ (name) specifically referred to in this agreement.

3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by _____ (name) as his or her separate property.

4. The balance due, including principal and interest, on all credit cards and charge accounts in _____'s (name) name that are due and payable as of the date of his execution of this agreement, together with all amounts that may be due and payable following his or her execution of this agreement.

5. All contingent liability of _____'s (name) that may occur as a result of his or her partnership interest in _____ (specify)

6. All attorney's fees and other costs incurred by _____ (name) connection with the preparation of this Cohabitation Agreement.

7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of _____ (name) for the year _____ and all prior years.

SCHEDULE D Debts & Liabilities

1. All indebtedness due on any separate-property asset listed in Schedule A of this agreement, unless specifically provided herein to the contrary.

2. All obligations of _____ (name) specifically referred to in this agreement.

3. All ad valorem taxes, personal property taxes, and assessments or other charges due or to become due in connection with any asset owned by _____ (name) as his or her separate property.

4. The balance due, including principal and interest, on all credit cards and charge accounts in _____'s (name) name that are due and payable as of the date of his execution of this agreement, together with all amounts that may be due and payable following his or her execution of this agreement.

5. All contingent liability of _____'s (name) that may occur as a result of his or her partnership interest in _____ (specify)

6. All attorney's fees and other costs incurred by _____ (name) connection with the preparation of this Cohabitation Agreement.

7. All foreign, federal, and state income tax liabilities, including all penalties and interest, if any, of _____ (name) for the year _____ and all prior years.