

## Instructions

This postnuptial agreement should be filled out with your spouse. Most courts will look at the agreement to determine if it is fair and equitable to each of you, and thus, should be filled out with a sense of fair play. On that note, it is important to fully disclose your finances and the property each of you currently have, and to be as accurate as possible when listing any joint or community property you own. Try to come to an agreement about the values of each so that you are aware of the overall picture of the marital estate.

This template is not legal advice, nor should it be treated as such. Some jurisdictions require you to consult independent legal counsel to approve agreements. It is strongly advised for you and your spouse to meet with independent legal counsel concerning the matters in this agreement *before* you execute it.

## QUESTIONS

### SECTION 1 – INTRODUCTION AND DISCLOSURES

Question 1: Please provide information about yourselves:

Party A: Name, Address, City, State, Zip

Party B: Name, Address, City, State, Zip

Question 2: In what state do you reside? If you move, do you want a different state's law to apply? If so, which state?

Question 3: On what date were you married?

Question 4: This is where Party A will list all the assets he or she owns **separately** (that is, before the marriage, inheritance, or gift, but check the laws of your state) → This can also be listed in Exhibit A if more room is needed.

4a) Please list all cash and accounts, including checking, savings and money market accounts. Be specific – include values and locations.

4b) Please list all IRA/Retirement/Pension accounts. Include the value as of the date of your marriage, today's date, and the locations of each.

4c) Please list all Accounts Receivable and Notes Receivable – that is, any money you have loaned out, or invoices that you are expecting to be paid. Again, include values.

4d) Please list all stocks and bonds in which you have an interest. Include the number of shares you own, their values as of today's date, the locations, and ensure you have the stock certificates on hand.

4e) Please list out all business in which you have an interest, and what kind of business it is. Specify whether it is a partnership, sole proprietorship, corporation, or the like. Also include what percentage of the business you own, and identify any third parties with whom you share an interest.

4f) List out all real property in which you have an interest, their values and locations. Include any third parties with whom you share an interest.

4g) List out all motor vehicles you own, with the VIN, and their approximate value (including the balance of any liens associated therewith).

4h) Include any value you might have in life insurance, particularly if there is cash value associated with it.

4i) List out all personal property you own. Try to be specific, but not bogged down in the small details. For example, try to group together, 'Kitchen Appliances' and estimate their value, rather than listing out every single knife, fork and spoon.

4h) List out any other assets that you feel have not been disclosed here.

Question 5: This is where Party B will list all the assets he or she **owns separately** (that is, before the marriage, inheritance, or gift, but check the laws of your state): → This can also be listed in Exhibit B if more room is needed.

5a) Please list all cash and accounts, including checking, savings and money market accounts. Be specific – include values and locations.

5b) Please list all IRA/Retirement/Pension accounts. Include the value as of the date of marriage, today's date, and the locations of each.

5c) Please list all Accounts Receivable and Notes Receivable – that is, any money you have loaned out, or invoices that you are expecting to be paid. Again, include values.

5d) Please list all stocks and bonds in which you have an interest. Include the number of shares you own, their values as of today's date, the locations, and ensure you have the stock certificates on hand.

5e) Please list out all business in which you have an interest, and what kind of business it is. Specify whether it is a partnership, sole proprietorship, corporation, or the like. Also include what percentage of the business you own, and identify any third parties with whom you share an interest.

5f) List out all real property in which you have an interest, their values and locations. Include any third parties with whom you share an interest.

5g) List out all motor vehicles you own, with the VIN, and their approximate value (including the balance of any liens associated therewith).

5h) Include any value you might have in life insurance, particularly if there is cash value associated with it.

5i) List out all personal property you own. Try to be specific, but not bogged down in the small details. For example, try to group together, 'Kitchen Appliances' and estimate their value, rather than listing out every single knife, fork and spoon.

5h) List out any other assets that you feel have not been disclosed here.

Question 6: This is where you list all the assets you own jointly (it is important you do this together). This will include the questions listed in the two previous questions:

6a) Please list all cash and accounts, including checking, savings and money market accounts. Be specific – include values and locations.

6b) Please list all IRA/Retirement/Pension accounts. Include the value as of today's date, and the locations of each.

6c) Please list all Accounts Receivable and Notes Receivable – that is, any money you have loaned out, or invoices that you are expecting to be paid. Again, include values.

6d) Please list all stocks and bonds in which you have an interest. Include the number of shares you own, their values as of today's date, the locations, and ensure you have the stock certificates on hand.

6e) Please list out all business in which you have an interest, and what kind of business it is. Specify whether it is a partnership, sole proprietorship, corporation, or the like. Also include what percentage of the business you own, and identify any third parties with whom you share an interest.

6f) List out all real property in which you have an interest, their values and locations. Include any third parties with whom you share an interest.

6g) List out all motor vehicles you own, with the VIN, and their approximate value (including the balance of any liens associated therewith).

6h) Include any value you might have in life insurance, particularly if there is cash value associated with it.

6i) List out all personal property you own. Try to be specific, but not bogged down in the small details. For example, try to group together, 'Kitchen

Appliances' and estimate their value, rather than listing out every single knife, fork and spoon.

6h) List out any other assets that you feel have not been disclosed here

Question 7: This is where Party A should list all the debts or financial obligations he or she owns separately → This can be listed in Exhibit C if more room is needed.

7a) List out Mortgage balances, the value as of today's date, and with whom it is located, and which property secures it.

7b) List out the names of your credit cards, and the approximate balances as of today's date.

7c) Include here the balances owed on any motor vehicles (including boats and planes), and with whom it is located.

7d) Include here all loans you have taken out against your life insurance or retirement assets.

7e) Include any tax liabilities you have, including against your separate property.

7f) Include any other debts or obligations that have not been disclosed here.

Question 8: This is where Party B should list all the debts or financial obligations he or she owns separately → This can be listed in Exhibit D if more room is needed.

8a) List out Mortgage balances, the value as of today's date, and with whom it is located, and which property secures it.

8b) List out the names of your credit cards, and the approximate balances as of today's date.

8c) Include here the balances owed on any motor vehicles (including boats and planes), and with whom it is located.

8d) Include here all loans you have taken out against your life insurance or retirement assets.

8e) Include any tax liabilities you have, including against your separate property.

8f) Include any other debts or obligations that have not been disclosed here.

Question 9: This is where you list all the debts and liabilities you owe jointly.

9a) List out Mortgage balances, the value as of today's date, and with whom it is located, and which property secures it.

9b) List out the names of your credit cards, and the approximate balances as of today's date.

9c) Include here the balances owed on any motor vehicles (including boats and planes), and with whom it is located.

9d) Include here all loans you have taken out against your life insurance or retirement assets.

9e) Include any tax liabilities you have.

9f) Include any other debts or obligations that have not been disclosed here.

### **Article 1 – Income Derived from Separate Property**

Question 10: If you own property 'separately', they may either appreciate, or depreciate. Sometimes, they can generate income and losses. How do you and your spouse want to handle the aforementioned scenarios?

- a) all changes in value (including income or losses) will be considered separate (select 1.1)
- b) all changes in value (including income or losses) will be considered joint (select 1.2)
- c) all changes in value (including income or losses) will be considered: either joint or separate (pick one), and the following property to which these changes in value are attached will be considered (either joint or separate): **\*\*LIST\*\*** (select 1.3)

### **Article 2 – Debt Derived from Separate Property**

Question 11: How should the liabilities and obligations you have incurred be handled?

- All liabilities listed in schedules C and D shall remain our separate liabilities and all liabilities associated with the properties listed in schedule A and B shall remain our joint liabilities. (Select 2.1)
- 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). (Select 2.2)
- 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. (Select 2.3)
- 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 **SEPARATE** liabilities.  
(Select 2.4)

### **Article 3- Characterization of Separate/Community Property**

Question 12: Do you want all separate property (that is, property you owned solely in your own name before the date of your marriage) to continue to be considered as separate property?

YES NO

Continue to the following questions:

12a: If not, do you want to convert some separately owned property prior to marriage into joint property? If so, please list, very specifically, what property you wish to convert, and make it clear that you identify who originally owned the property. **\*\*NOTE:** sometimes, this requires an exchange of documents, such as real property transfers. This would be an area for you to consult with a licensed attorney if you have any questions. (Select EITHER/BOTH 3.2. or 3.3, depending on who is transferring which property).

12b: If yes, do you want all property earned from the date of marriage to be considered joint?

YES NO

(Select 3.4 if you answer Yes, Select 3.1 if No).

Question 12: If you receive an inheritance will said property be considered separate or joint? (Select 3.5 if separate, 3.6 if joint)

Question 13: If you receive a gift, will said property be considered separate or joint? (Select 3.7 if separate, select 3.8 if joint)

Question 14: If you receive a settlement or award from litigation, how do you want to treat this kind of award (separate or joint)? (Select 3.9 if separate, select 3.10 if joint)

Question 15: In the event, after you sign this agreement, that it is difficult to determine whether debt or property acquired in the future is separate or community, as a default, how should the debt or property be organized?

- If only one person is on the account or title, or there is another objective way to determine which person the property should belong to, then it should be considered the separate property of said person. If it is too difficult to determine objectively to whom the property or debt belongs, it should be considered joint property. (Select 3.11)
- Even if it is easy to determine to whom the debt or property belongs, the property or debt should be characterized as joint. (Select 3.12)

#### **Article 4 – Disposition of Property Upon Death**

Question 16: Concerns the disposition of property in the event one of you is predeceased. **If you already have a will in place, seek legal advice before making any changes, as certain requirements to make a valid change to a will may apply.** If you do NOT have a will, you may be entitled to a share of the deceased spouse's property (depending on jurisdiction).

- neither of us waives our right to the intestate share (select 4.1)
- both of us waive our right to the intestate share (select 4.2)
- Party A waives all rights, but Party B does not (Select 4.3)
- Party B waives all rights, but Party A does not (select 4.4)

#### **Article 5 - Retirement Benefits**

Question 17: This question concerns what each of you wishes to do regarding the retirement assets of the other spouse. **\*\*NOTE\*\*** - the waiver of retirement rights is very often controlled by Federal law. Some jurisdictions require the intention to waive rights of another's retirement benefits in front of a company plan representative. Seek legal counsel.

- both of us waive rights to the retirement assets of the other (select 5.1 AND 5.2)
- Party A waives rights, Party B does not (select 5.3 AND 5.4)
- Party B waives rights, Party A does not (select 5.5 AND 5.6)
- neither of us waives any rights to the retirement assets of the other (select 5.7)

#### **Article 6 – Income Earned by Each Party**

Question 18: This question concerns the division of any income you earn from this date forward. Should it be considered each party's separate, or joint/community?

- both party's earnings will be that respective party's separate property (select 6.1)
- both party's earnings will be considered joint/community property (select 6.2)
- Only Party A's earnings during the marriage will be considered his/her separate property; Party B's earnings will be considered joint/community (select 6.3)
- Only Party B's earnings during the marriage will be considered his/her separate property; Party B's earnings will be considered joint/community (select 6.4)

### Article 7 – Bank Accounts

Question 19: Select one of the following concerning the bank accounts each of you has:

- We will maintain our current joint/community bank account (select 7.1)
- We will close our current joint/community bank account and divide the funds in it as follows: (select 7.2)
- We maintain our individual, separate bank accounts (select 7.3)
- We will close our individual, separate bank accounts, and contribute the remaining funds into a new joint/community bank account which we will open (select 7.4)
- I do not wish to include anything about bank accounts in this agreement (select 7.5)

### Article 8 – Spousal Maintenance

Question 20: In the event of divorce, each spouse might be entitled to make a claim for alimony, spousal maintenance or support, whether temporary or permanent. NOTE: Many states require a party to seek legal counsel if waiving or limiting spousal support. You are advised to seek independent legal counsel before signing this agreement.

- Neither party waives or limits any potential rights or claims against the other (Select 8.1)
- Both parties waive or limit their potential rights or claims against the other (Select 8.2)
- If only one party waives or limits their potential rights or claims against the other, proceed with the following:

Select one choice for Party A:

- Party A does not waive or limit any potential rights or claims against Party B (Select 8.3)
- Party A **waives** entirely any potential rights or claims against Party B (Select 8.4)
- Party A **limits** all potential rights or claims against Party B to \$\_\_\_\_\_/month (select 8.5) and continue to “Limit Variations”
  - o Limit Variations
    - The limit of \$\_\_\_\_\_ stated above will never change (select 8.5 and 8.7)
    - The limit of \$\_\_\_\_\_ will increase by \_\_\_\_ % each year after our divorce, for a period of \_\_\_\_ years. (Select 8.5 and 8.8)
    - The limit of \$\_\_\_\_\_ will increase by \$\_\_\_\_\_ each year after our divorce, for a period of \_\_\_\_ years. (Select 8.5 and 8.9)

Select one choice for Party B:

- Party B does not waive or limit any potential rights or claims against Party A (Select 8.4)

- Party B **waives** entirely any potential rights or claims against Party A (select 8.3)
- Party B **limits** all potential rights or claims against Party A to \$\_\_\_\_\_/month (select 8.6 and proceed to “Limit Variations” below)
  - o Limit Variations
    - The limit of \$\_\_\_\_\_ stated above will never change (select 8.6 and 8.7)
    - The limit of \$\_\_\_\_\_ will increase by \_\_\_ % each year after our divorce, for a period of \_\_\_\_ years. (Select 8.6 and 8.8)
    - The limit of \$\_\_\_\_\_ will increase by \$\_\_\_\_\_ each year after our divorce, for a period of \_\_\_\_ years. (Select 8.6 and 8.9)

Support will end upon one of the following events, whichever comes first: (select all that apply) (Select 8.10 and check all that apply).

- upon the death of the oblige
- when obligee begins living with another person with whom he or she has an intimate relationship, for a period of \_\_\_\_\_ days when obligee remarries
- After \_\_\_\_\_ years following divorce of the parties
- Another option:

### **Article 9 – Attorney’s Fees**

Question 21: Do you want a provision providing the award of attorney’s fees to the successful party should one of you challenge the validity or enforceability of this agreement?

YES (Select 9.1) NO (Select 9.2)

### **Article 13- Representation**

Question 22: This question concerns whether or not either of you have received independent legal counsel prior to execution of the agreement, or if either of you have knowingly and voluntarily waived said legal counsel.

- Both parties have obtained independent legal counsel (Select 13.1)
- Party A has obtained legal counsel but Party B has not (Select 13.2)
- Party A has NOT obtained legal counsel, but party B has (Select 13.3)
- Neither party has obtained legal counsel (Select 13.4)

Question 23: If you want to want to include any other provisions in your agreement, please do so here: